

General Terms and Conditions for Language Services

Perioli Language Pilots GbR

Status: June 2020

A. Subject matter of the contract

1. The offer as well as the services of Perioli Language Pilots GbR (hereinafter referred to as Perioli Language) are exclusively directed at entrepreneurs as well as freelancers such as lawyers, doctors and tax consultants. The offer is not directed at consumers.
2. These General Terms and Conditions shall apply exclusively to all present and future business relationships in the areas of language teaching, language training, management training, intercultural training, translations, e-learning and blended learning. We do not recognise any terms and conditions of the Client that conflict with or deviate from these GTC unless we expressly agree to their validity in writing. These GTC shall also apply if we perform the service for the customer without reservation in the knowledge of conflicting or deviating conditions of the customer.
3. All agreements made between us and the supplier for the purpose of executing this contract, i.e. not relating to the conclusion of the contract as such, must be set down in writing. Any waiver of this written form requirement shall itself require the written form. Transmission by fax or e-mail shall be deemed equivalent to the written form.

B. Types of services

We offer various types of services in the field of language services. Our service types are: Language tuition and language training, both in individual lessons and in company groups; management training and intercultural training; translation services; e-learning, blended learning and language tuition by telephone. The specific content of these types of services is determined in detail by the offer letter, the order confirmation, the agreement concluded between the customer and us and the special provisions of the respective type of service set out below.

C. Commencement of the contract - contact person

1. customers may request a quotation from us. We endeavour to hold a personal consultation with the client prior to the conclusion of any contract, following which the tuition contract is sent to the client.
2. The contract between the client and us is only concluded when we send the client an order confirmation in text form, when we start to provide the services or when we provide the services. The order confirmation or the lesson contracts contain in particular the type of service, the agreed number of hours, the location and, if applicable, the frequency of the lessons.
3. If two or more persons on the client's side have signed the contract, they shall be liable to us as joint and several debtors.
4. The client is informed that our language trainers are not authorised to make or receive binding declarations on behalf of Perioli Language Pilots GbR. The contact person for all agreements and arrangements arising from or in connection with the business relationship is exclusively the management of Perioli Language Pilots GbR; this applies in particular to the

agreement, rescheduling and cancellation of lesson dates, their duration and frequency, the lesson content and the form of instruction. We can be reached at: welcome@plp-group.com or 0228 965 479 70 .

5. We are entitled to use suitable third parties to fulfil the agreed services and to have the services rendered by third parties on our behalf. The provision of services by specific persons, such as lecturers or language trainers, is not owed. However, we shall endeavour to take into account the customer's wishes for a specific lecturer or language trainer as far as possible.

D. Language tuition - language training

1. we offer language lessons and language training in various languages. The language lessons and language training take place - depending on the agreement - either in the form of individual lessons or as company group lessons.
2. the customer books a contingent of lessons, which can be called up by him/her by reserving the lessons. A teaching unit (UE) comprises 40 minutes. Each unit is followed by a five-minute lesson-free period.
3. The dates, frequency and location of the lessons shall be mutually agreed between the client and us. Unless otherwise agreed, the lessons will take place at the client's premises.
4. Lesson dates can be reserved or cancelled by the client until 2 p.m. on the previous day - in the case of a lesson scheduled for Monday, until 2 p.m. on the previous working day. If the client cancels the lesson appointment later or fails to attend an agreed appointment without timely cancellation, the full lesson fee will be charged.
5. The client hereby agrees that we will monitor the quality of the trainers we employ during the lessons by a pedagogical advisor in order to ensure the high quality of our teaching as well as compliance with our teaching standards.
6. We endeavour to keep to agreed teaching dates. However, if the instructor scheduled for the event is unavailable - for example, due to illness - and no suitable substitute instructor is available, we are entitled to cancel individual lessons. In this case, we will inform the client immediately and in good time before the start of the lesson and credit the fee for the lesson as requested by the client.
7. the achievement of a specific language goal depends in particular on the willingness and ability to learn of the client and the participants; we therefore do not guarantee a specific learning success or the achievement of a specific language goal.

E. Management Training - Intercultural Training

1. Management training and intercultural training require the use of highly qualified trainers. Cancellation is therefore only possible up to 14 days before the start of the course. In the event of cancellation, the client agrees to pay a processing fee of € 200.00 gross. Later cancellations are not possible subject to the regulations on cancellation for good cause (cf. section H), so that the agreed fee must be paid in full. Cancellation can only be declared in writing; in order to meet the deadline, the date of receipt of the cancellation declaration by us is decisive. The client reserves the right to name substitute participants for the training. If these participants take part in the training and the agreed fee is paid, the client is released from the obligation to pay the aforementioned processing fee.
2. Unless otherwise agreed, each participant shall be responsible for his/her own accommodation and meals during the training course at his/her own expense.
3. Section D. Section 6. shall apply accordingly and also if the minimum number of participants stated by us in the offer letter or in the tuition contract is not reached. At the

client's request, we will refund the fee paid for the cancelled teaching unit in the area of "Management Training".

F. Translations - Interpreting

1. We offer our clients translation and interpreting services in various languages.
2. In order for us to be able to submit a meaningful and binding offer for the translation or interpreting services to our customers, the customer's enquiry must contain, in particular, information about the specialist field and the intended use of the text to be translated, the target language, special requests for execution (for example, formalities and formats) as well as the contact details of the contact person on the customer's side. Our quotations are only binding if the customer has provided the aforementioned information in his enquiry and his information also corresponds to the content of the order actually placed.
3. The customer shall inform us of any special forms of the translation as well as the use of certain technical terms or company-specific designations before placing the order.
4. The customer undertakes to transmit the text to be translated either as a Microsoft Word document or in PDF format in readable form. Upon separate agreement, we shall also translate texts from other file formats. The translation shall be provided to the client as a Microsoft Word document. The translation shall generally be sent to the client by e-mail. Other methods of dispatch are possible by separate agreement. The client undertakes to check both the file containing the text to be translated and the translation received from us with a suitable anti-virus programme before storing it. The translation files sent by us shall also be checked in advance by a suitable anti-virus program. We shall not be liable for disruptions in data transmission unless we are responsible for such disruptions.
5. The client undertakes to provide us with all necessary information required for a proper translation. In particular, the client shall be available to us for queries in order to eliminate any possible difficulties in understanding the source text.
6. the client undertakes to inform us when placing the order whether the translated text is to be reproduced and published. If the text translated by us is to be reproduced, the client undertakes to provide us with the corresponding galley proofs for checking before placing a print order.
7. The client undertakes to check our translation immediately after receipt and to report any defects without delay. If the customer notifies a defect in due time and form, we shall be entitled to remedy the defect within a reasonable period of grace at our own discretion. If the supplementary performance also fails, the customer may, at his discretion and in accordance with the statutory provisions, demand a reduction in price or withdraw from the contract.
8. A delivery date shall only be binding if it has been agreed in writing and the customer fulfils all obligations to cooperate - in particular those mentioned in this section F. The customer shall be entitled to withdraw from the contract. We shall be deemed to have met a delivery date if we dispatch the translation in such good time that it should have reached the client within the agreed delivery date, taking into account the usual transit times for the agreed mode of dispatch.
9. The right to use our translations shall not pass to the customer until the customer has paid the agreed price in full. The customer undertakes not to use, publish or otherwise distribute the translations before payment of the agreed price.

G. E-learning - blended learning

1. We offer an online platform by means of which the customer and/or his employees can carry out language training independently or - in the case of simultaneous language training - deepen and intensify it. The online platform is operated and provided by one of our cooperation partners.
The costs of the e-learning are - insofar and as long as the customer simultaneously makes use of our service offer in the areas of "language training" or "language instruction" and the customer selects the option "e-learning" - stated in the contract there. The customer and/or his employees have the possibility on our online platform - depending on the technical availability, which is not guaranteed - to access our online course programme 24 hours a day, 7 days a week. We are entitled at any time to restrict the offer without giving reasons or to discontinue the online platform; the prices attributable to the e-learning area shall then be reduced accordingly.
2. When placing the order, the customer shall provide the names and e-mail addresses of those persons for whom access to our online platform is to be set up. The customer guarantees that he is authorised to pass on this data to us and indemnifies us against all possible claims against his employees and third parties resulting from the passing on of the data.
3. Each participant will subsequently receive a user name and a personal password by e-mail with which he/she can access our online platform.
4. The customer undertakes to protect his online account against unauthorised access by third parties, in particular to adequately secure the passwords assigned to him and to protect them against loss. The customer may not transfer the use of his account and our services to third parties or transfer them in any other way. Third parties are all natural persons or legal entities other than the customer's company or its participating employees. The customer shall instruct his employees or persons registered by him for participation to comply with these obligations. The client shall be liable for all damages incurred by us as a result of the breach of this obligation by the client or his employees.
5. A functioning computer with internet connection is required for the use of the online platform. The costs and responsibility for this shall be borne by the customer or his participating employees.
6. After termination of the contract, the access data as well as the other data of the customer will be deleted in accordance with section M ("data protection"). The customer hereby agrees that we may forward the access data and other data to our cooperation partner for the purpose of executing the contract.

H. Duration of Contract - Termination of Contract

1. The contractual relationship is concluded for an indefinite period - unless otherwise agreed. The agreement of a minimum contract period is possible. Contracts concluded for an indefinite period may be terminated by the parties in writing at any time with 10 days' notice. The termination shall not affect payments already made or services already rendered, in particular in the case of teaching materials provided.
2. The right to terminate for good cause remains unaffected. An important reason which entitles us to terminate the contractual relationship without observing a period of notice exists in particular
 - if the client is in default with a payment of a not insignificant part of the agreed remuneration; a part of the remuneration is not insignificant if it corresponds to the average remuneration claim of us against the client of two months;
 - insolvency proceedings are opened against the client's assets or the opening of such proceedings is rejected for lack of assets;
 - the customer or one of his legal predecessors has been terminated earlier or

- the customer grossly breaches contractual obligations.
- 3. Notices of termination shall be given in text or written form. In order to meet the deadline, the notice of termination must be received by the respective contractual partner.

I. Duties and rights of the customer

1. The customer is obliged to pay the agreed remuneration properly and on time.
2. The customer warrants that he will not use the agreed services for any business or private activities that violate legal provisions. The customer shall avoid any impression in legal and business dealings that the activities for which he is responsible are attributable to us or emanate from us. The customer shall ensure that the services and information provided or received by him/her do not violate any third party rights or laws.
3. The customer is responsible for the correctness and completeness of his data, which are necessary for the execution of the contract and/or the use of the services.

J. Prices - Terms of Payment

1. The prices shown are net prices plus the statutory value-added tax applicable at the time.
2. Unless otherwise agreed, our invoices shall be due for payment immediately upon receipt and without deduction. Payment shall be made at our discretion either in advance or on account. As a matter of principle, we shall send our invoices before rendering our services.
3. Our participation fee for the service types language tuition, language training, management training and intercultural training as well as translations consists of a one-time contribution margin of 55 euros per contract and service type as well as the agreed (course) fee. The contribution margin covers the costs of recording the client and the participants. The course fee includes the costs of the individual teaching or training units. The costs of the teaching materials as well as travel expenses of the trainer are listed separately.
4. the client acquires a credit for a corresponding number of teaching units through the course fee paid in advance. The prices agreed with the client per lesson apply. The prices for the services used by the client or the services not cancelled in time will be deducted from this credit.
5. We shall be entitled to adjust our prices for services to be provided in the future if the client has not made use of any services from us for a period of more than 12 months and the client still has a credit balance with us in accordance with paragraph.
6. In the event of termination, the remaining credit balance will not be refunded to the customer unless the contractual relationship has been terminated by us for an important reason for which we are responsible. In this case, a refund will be made. No refund will be made for the cost of teaching materials given to the client. A refund of fees for unused but already paid tuition after the expiry of the statutory limitation period of 3 years is excluded. A refund of the costs for paid and handed out teaching materials as well as the registration fee is also excluded.
7. Payments made by the customer may first be offset against existing debts on our part. If costs or interest have already been incurred as a result, we shall be entitled to offset them first against the costs, then against the interest and finally against the main service.

K. Offsetting - rights of retention

1. The customer shall only be entitled to set-off with undisputed, legally binding or recognised claims. He shall only be entitled to rights of retention insofar as they are based on the same contractual relationship. A claim against us may only be assigned in whole or in part with our prior written consent.

2. We are entitled to offset with and against due and non-due claims - irrespective of the legal basis.

L. Liability

1. We shall only be liable for contractual, non-contractual - in particular tortious - claims as well as for culpa in contrahendo for intent or gross negligence in accordance with the statutory provisions. We shall be liable in the same way for our legal representatives, vicarious agents and assistants. Furthermore, we are liable for the culpable breach of essential contractual obligations. Insofar as there is no intentional or grossly negligent breach of contract, liability is limited to the foreseeable, typically occurring damage. Otherwise, liability is excluded. Liability for culpable injury to life, limb or health remains unaffected; this also applies to mandatory liability under the Product Liability Act.
2. We shall not be liable for interruptions and delays in the agreed services as a result of force majeure, industrial disputes and other delays or obstacles for which we are not responsible. Force majeure shall be deemed to include in particular strikes, lockouts, traffic obstructions, weather conditions, internet and communication network failures and sovereign measures. We shall notify the customer immediately in text form of the beginning and end of the impediment to performance. If the impediment to performance lasts longer than 8 weeks, both parties shall be entitled to withdraw from the unfulfilled part of the contract after the fruitless expiry of a reasonable grace period.
3. We are not responsible to third parties for the content of documents which we translate or otherwise process on behalf of the customer. The customer shall indemnify us against all third party claims in this respect in the event of a claim being made against us.

M. Data Protection - Confidentiality

1. We are entitled, in compliance with the Federal Data Protection Act and other provisions of data protection law, to store data of the participants, in particular also bank details and tax numbers, in a suitable manner and to use them for internal purposes if this is necessary for the processing of the contractual relationship. We are not entitled to pass on this data. We hereby draw the customer's attention to § 33 BDSG.
2. In the course of registering for the online account, we collect personal data which is used exclusively for the purposes of contract processing and customer care as well as for internal investigations. The customer declares his consent to this and guarantees that the consent of the participants registered by him is also given. This does not apply to the content of customer correspondence. This data will not be passed on to third parties.
3. We are entitled to make anonymised customer information available to third parties for demographic purposes. We may also use this data to compile statistics, identify trends and for quality assurance and market research. This also does not apply to the content of customer correspondence. 4.
4. By registering or requesting an offer, the customer consents to the processing of data that has become known within the framework of contractual relationships and that is necessary for the processing of the order.
5. We will delete all data that we have collected for and about the customer in the course of the contractual relationship no later than twelve months after termination of the contract, unless the retention of such data is required by law. Personal data of the client are excluded from the deletion. The customer or the individual participant has the option to declare upon termination of the contractual relationship that the learning status in the online account as well as the personal data should also be stored beyond a period of twelve months. Only in this way is it possible for the customer to resume learning in the online account even after the expiry of twelve months after termination of the contract and to access the learning

results achieved up to that point. The regulations apply accordingly to data which we have forwarded to our cooperation partners for the purpose of executing this contract.

6. The customer declares - insofar as he is subject to a contractual or legal duty of confidentiality - that we will not violate this duty of confidentiality for the purpose of fulfilling the contract. The customer shall indemnify us against all claims of third parties which they raise against us on the basis of the customer's duty of confidentiality.
7. We undertake to treat as confidential any information we obtain about the client's company or its participants in the course of our work for the client and to disclose such information to third parties only on the client's express instructions. This does not apply if we are legally obliged to disclose the information. The obligation to maintain confidentiality shall continue to apply after termination of the contractual relationship. We undertake to enter into a full confidentiality agreement with all employees, language trainers, lecturers and translators.

N. Final Provisions

1. The law of the Federal Republic of Germany shall apply exclusively; the application of the UN Convention on Contracts for the International Sale of Goods is excluded.
2. Unless otherwise stated in the order confirmation, our registered office shall be the place of performance and fulfilment.
3. The exclusive place of jurisdiction for all claims and disputes arising from this contract is Bonn.
4. The invalidity of individual provisions of this contract or its components shall not affect the validity of the remaining provisions. The contracting parties are obliged, within the framework of what is reasonable and in good faith, to replace an invalid provision with a valid provision that is equivalent to its economic success, provided that this does not result in a significant change to the content of the contract; the same applies if a matter requiring regulation is not expressly regulated.