

General Terms and Conditions of Business

Our general terms and conditions of business consist of a general section and a specialised section. The specialised section concerns our respective training and consulting services. Please read the entire general section and the parts of the specialised section dealing with the training or consulting service you have selected. The regulations from the general section apply unless something different is specified in the specialised section for the individual consulting services.

A. GENERAL SECTION

§ 1 Offer and Conclusion of Contract

The following applies when you register ("booking") for our training and consulting services via our website: Your "booking" is to be understood as an offer as per § 145 of the German Civil Code (BGB). We accept this offer with our "booking confirmation". We will send you the "booking confirmation" by email.

§ 2 Right of Cancellation, Effects of Cancellation

If you are a consumer, you are granted a right of cancellation as per § 312d, section 1 of the BGB:

Cancellation Policy

(1) Right of Cancellation

You may cancel your contract in written form (e.g. letter, fax, email) within two weeks of placing your order without providing a reason. The time limit begins after receipt of this policy in written form, but not before the conclusion of the contract or before the fulfilment of our information obligations as per § 312c, paragraph 2 of the BGB in conjunction with § 1, paragraphs 1, 2 and 4 of the Ordinance on Information Duties as an Appendix to the German Civil Code (BGB-InfoV) as well as our obligations as per § 312e, paragraph 1, sentence 1 of the BGB in conjunction with § 3 of the BGB-InfoV. The timely sending of the cancellation satisfies the adherence to the cancellation time limit. The cancellation is to be sent to:

Via Post:
 TRESS & TRESS GbR, Münchner Strasse 30 E,
 D-82152 München-Planegg, Germany

Via Fax:
 +49.89.89556397

Via Email:
info@tress-tress.com

(2) Effects of Cancellation

All services received on both sides are to be returned and any benefits (e.g. interest) are to be surrendered in the event of a valid cancellation. You must provide us with compensation if you are unable to return the service received in whole or in part or can only return it in a deteriorated condition. Obligations for the refunding of payments must be met within 30 days. Your time limit begins with the sending of your cancellation; ours begins with its receipt.

(3) Special Note

In the event of a service, your cancellation right expires prematurely when your contractual partner begins providing the service with your express permission before the expiration of the cancellation deadline or if you have caused them to do so (e.g. by taking part in training, use of consulting services, et cetera).

End of the Cancellation Policy

§ 3 Fees

(1) The fees listed in the product descriptions on our website are inclusive of the value-added tax levied in Germany insofar as this is applicable and nothing to the contrary has been agreed to.

(2) Costs for the travel, overnight accommodation and board of our employees (travel expenses) are included in the above-mentioned fee, unless they are stated separately. Our corporate headquarters in Munich-Planegg will be considered the starting point for the determination of travel expenses.

(3) Payment is to be made to the following account:

Commerzbank AG, Munich, Germany

IBAN: DE82 7008 0000 0793 1669 00

BIC (SWIFT): DRES DE FF 700

(4) The payments will be made in euros (€). You will bear any bank fees for payments from abroad.

(5) The fees are to be paid within 14 days of invoicing. Default interest will be assessed at 5% over the respective basic annual interest rate. We reserve the right to claim higher damages caused by delay. In the event that we claim higher damages caused by delay you have the opportunity to prove that the damages being claimed were not incurred at all or at least to a significantly lesser extent.

§ 4 Offsetting and Rights of Retention

(1) You only have the right to offset if your counterclaims have been deemed legally valid or are undisputed.

(2) You are only authorised to exercise a right of retention to the extent that your counterclaim comes from the same contractual relationship.

§ 5 Beginning of the Provision of Services

(1) The beginning of the provision of service (start of training or consulting services) by us requires the timely and proper fulfilment of your obligations. We reserve the right to claim non-fulfilment of contract.

(2) If you are in default of acceptance or culpably violate other cooperation obligations we are authorised to request compensation for all damages this causes us, including possible additional expenses. We reserve to further claims. You retain the right to prove that damages in the amount requested were not incurred at all or at least to a significantly lower amount.

§ 6 Scope of Our Consulting Services and Your Responsibilities

(1) The consulting services will be provided by us, our employees or freelancers.

(2) Our consulting services in publication include support, suggestions and general thoughts for possible methodical and strategic approaches to publishing in general. We cannot guarantee a successful publication. The content of the publication is your responsibility. The publishing of the publication is also your responsibility. We are expressly not liable for any damages incurred in this context.

(3) Our consulting services in conducting a PhD study include support, suggestions and general thoughts for possible methodical and strategic approaches to conducting a PhD study in general. We cannot guarantee the successful awarding of a doctoral degree. The content of the doctorate is your responsibility. The publishing and completion of the doctorate is also your responsibility. We are expressly not liable for any damages incurred in this context.

(4) Our consulting services in interdisciplinary work include support, suggestions and general thoughts for possible methodical and strategic approaches to interdisciplinary work in general. We cannot guarantee successful cooperation. The content of the interdisciplinary cooperation is your responsibility. We are expressly not liable for any damages incurred in this context.

§ 7 Written Form of Termination

Insofar as a termination of the contract concluded with us is permissible, this must be made in writing.

§ 8 Our Ethical Standards – Confidentiality of Scholarly Content

(1) We work on behalf of various scholars, universities and research

institutions in different countries. We are aware that they are in competition with each other. For this reason, we assure you that we treat all scholarly matter confidentially and do not provide it to third parties unless you have expressly approved this.

(2) All manuscripts that we evaluate on your behalf will be treated confidentially. We respect the protection of the intellectual property of all manuscripts sent to us. We do not make any claim to co-authorship of the manuscripts to be published based upon our consulting services.

§ 9 Confidentiality of Personal Information

We treat your personal information confidentially and do not provide it to third parties without your permission.

§ 10 Documents Provided, Recording of Consulting Services

(1) We retain copyright of all documents, such as training and consulting documents, provided to you in conjunction with the provision of our services. These documents may not be made available to third parties unless we give you our express written permission to do so. This also applies to internal duplication, distribution and usage within institutions/universities, insofar as this extends beyond private use or the purposes of scholarly usage.

(2) Our consulting services may not be recorded on audio, photographic or video media.

§ 11 Other

(1) This contract and the entire legal relationship of the parties is subject to the law of the Federal Republic of Germany under exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

(2) The place of jurisdiction is Munich, Germany.

(3) All agreements made between you and us for the purposes of executing this contract are included in this contract in writing.

(4) Should individual conditions of this contract be or become unenforceable or contain holes, the other conditions will not be affected by this. Both parties respectively obligate themselves to agree upon a legally permissible condition which comes closest to the financial purpose of the unenforceable condition and/or fills this hole to take the place of the unenforceable condition.

B. SPECIALISED SECTION

I. Open Trainings (Compact Training or Comprehensive Training)

§ 1 Scope of Services

(1) Our services include the training in the training facilities, the training documents, lunch and board during the training breaks. The organisation and costs for overnight accommodation, travel and other board for the participants is not included. You are responsible for reserving your own accommodation.

(2) The training will only take place if at least six participants have registered at least four weeks before the beginning of the training. You will be informed four weeks before the beginning of the training if it is to be cancelled for this reason.

§ 2 Fees and Payment

We charge a training fee.

§ 3 Transferability of the Training Places

You can designate a replacement participant to take your place in the training at any time up until the beginning of the training. You must inform us of this in writing.

§ 4 Changing of the Time or Location of the Training with Good Cause

Changes to the time or location of the training are not permissible unless there is good cause and the change is reasonable to you when taking our interests into consideration.

§ 5 Cancellation, Non-Participation in Training

(1) We can cancel the contract with good cause. The training fee you have paid will be fully refunded in this extraordinary case. Alternatively, you can receive a credit for a later training. Other expenses (e.g. for

travel, overnight accommodation, board, et cetera) which you have incurred as a result of our cancellation will not be reimbursed.

(2) You can cancel this contract at any time up to the beginning of the training. If your cancellation takes place six weeks or less prior to the beginning of the training, we will charge a flat rate of 30% of the training fee to cover the costs we have incurred. You do have the option to prove that we have not actually incurred these costs or that the costs incurred are significantly less than claimed. In this case, you are only obligated to pay those costs which have actually been incurred.

(3) The following applies after the beginning of the training: You may not ordinarily cancel the contract. We will charge the entire training fee if you do not participate in the training for a reason for which you are responsible or is within your sphere of risk. Illness, other impairments and traffic problems which affect you are expressly included amongst these.

(4) Your right of cancellation with good cause remains unaffected.

II. In-House Trainings

§ 1 Scope of Services

(1) Our services include the training in the facilities provided by you at the fixed training time as well as the generation of the training documents.

(2) You are responsible for providing the training facilities at the fixed training time, the necessary training technology and board for the participants.

(3) Our in-house trainings are designed for a maximum of 12 participants. Training documents will be provided for this number of participants. You can freely select these 12 participants. We will not lower the fee if less than 12 people participate. It is possible to conduct a training with more than 12 participants, but this requires our agreement.

§ 2 Fees and Payment

(1) We charge a training fee. Costs for the travel, overnight accommodation and board of our trainer are included unless they are stated separately.

(2) Thirty percent of the training fee is to be paid in advance. The remainder is to be paid directly after the completion of the training.

§ 3 Changing of the Time of the Training with Good Cause

(1) We are allowed to make up for the training if we are prevented from conducting the training at the agreed upon time with good cause for which we are not culpable. Good causes expressly include force majeure, the illness of the trainer, strikes, accidents and severe traffic conditions.

(2) You are obligated to agree to another, reasonable training time within 12 months of the original planned beginning of the training.

§ 4 Cancellation

(1) You can cancel this contract normally at any time up to the beginning of the training. We will then charge the following fees: You are to reimburse any costs for travel, overnight accommodation and board which we have incurred. If your cancellation takes place three months or less prior to the beginning of the training, we will charge a flat rate of 30% of the training fee to cover the costs we have incurred. You do have the option to prove that we have not actually incurred these costs or that the costs incurred are significantly less than claimed. In this case, you are only obligated to pay those costs which have actually been incurred.

(2) The following applies after the beginning of the training: You may not ordinarily cancel the contract. We will charge the entire training fee if the training does not take place for a reason for which you are responsible or is within your sphere of risk. Workplace circumstances, illness, other impairments and traffic problems which affect the course participants are expressly included amongst these.

(3) Your right of cancellation with good cause remains unaffected.

III. Consulting (Manuscript Coaching and Pre-Review Analysis)

§ 1 Scope of Services

(1) Our services include the individual publication consulting via email and/or telephone as well as a written consulting report.

(2) Our consulting and evaluation services are of an editorial nature. They do not include the creation of missing sections of manuscripts or the expert evaluation of scholarly quality and relevance.

(3) The consulting package "Pre-Review Analysis" assumes that you have provided us with a manuscript to evaluate before submitting it to a magazine. You will receive a written assessment of your manuscript within one month of it being received by us.

(4) The consulting package "Manuscript Coaching" is restricted to a 12 month period during which a manuscript will be planned and created by you in consultation with us. During the consulting period you will receive instruction in scholarly writing, comments and an evaluation at the end of the consultation before the manuscript is submitted to a magazine. The consulting package "Manuscript Coaching" consists of three phases. The introductory phase includes the publication and strategy planning through the composition of the manuscript. The second phase, in which we discuss your manuscript, begins after you have composed the manuscript. You will compose the final version of the manuscript in the final phase, which we will then evaluate.

§ 2 Fees and Payment

(1) We charge a consulting fee.

(2) This fee will be charged after the end of the consulting period for the consulting package "Pre-Review Analysis".

(3) A third of the consulting fee is to be paid after each phase of the consulting package "Manuscript Coaching". We will generate the cor-

responding partial invoices after the conclusion of each individual phase. The final invoice will be generated, at the latest, 12 months after the beginning of the consultation.

§ 3 Scope of Services

Consultation and evaluation services are created individually based upon your needs and your manuscript. If you request support for a manuscript other than the one you submitted to us during the consultation and/or evaluation, we will regard this as a separate order.

§ 4 Cancellation

(1) We can cancel the contract with good cause.

(2) You can cancel this contract normally at any time up to the beginning of the consulting.

(3) The following applies after the beginning of the consulting: You may not ordinarily cancel the contract. We will charge the entire consulting fee if the consulting does not take place for a reason for which you are responsible or is within your sphere of risk. Illness, other impairments and traffic problems which affect you are expressly included amongst these.

(4) Your right of cancellation with good cause remains unaffected.

TRESS & TRESS GbR
Münchner Strasse 30 E, D-82152 Munich-Planegg, Germany
Phone +49.89.89556395, Fax +49.89.89556397
info@tress-tress.com, www.tress-tress.com

Amended: March 2012