

General Terms and Conditions

1: Our Products:

1.1 Introduction:

These General Terms and Conditions of Sale, Delivery and Payment shall apply exclusively unless they are amended in any express written agreement. Quotations, acceptance of quotations or sale of any goods shall be subject to these terms and conditions. All personal data will only be saved for the purpose of processing your order according to the DSGVO. Data will not be passed on to third parties.

1.2 Orders and quotations:

All user quotations and delivery options are subject to confirmation. Orders shall only be deemed to have been accepted if they are accepted in writing within 21 days of submission (also by invoice or delivery note). The scope of delivery shall be governed exclusively by the written order confirmation. The purchaser shall bear responsibility for the accuracy of the order. If goods need to be manufactured, processed or treated, the purchaser shall be required to make good any damage that is caused because such contractually agreed processing or treatment of the goods, carried out on the basis of the purchaser's specification, is shown to be a breach of patent, copyright, trademark or other property right of a third party.

1.3 Prices and pricing:

Unless prices are agreed for products, the list prices, plus value-added tax, shall apply that are in effect on the day of delivery. All prices are ex-works and exclude packaging. Deliveries shall be made ex-works for the account and at the expense of the purchaser.

1.4 Passing of risk:

The risk of goods becoming damaged or lost shall pass to the purchaser as soon as the goods have left the user's factory, this also being the case if part shipments are made. If the user has undertaken to deliver the goods to the purchaser, the purchaser shall bear the risk of transportation even if Incoterms to the contrary are agreed. If shipment is delayed for circumstances for which the purchaser is responsible, the risk shall pass to the purchaser as from the day on which the goods are ready for shipment. Goods shall be stored on the purchaser's account and at the purchaser's risk. Items delivered must be accepted by the purchaser without prejudice to the purchaser's rights.

1.5 Notification of defects:

It shall not be possible to give notice of defects that the purchaser could have established if care had been exercised when delivery was taken or initial sample inspection had taken place. The purchaser must inspect the goods without delay on

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arrival and give notice of any defects in writing or the warranty will be void. Notice of complaints must be given in writing before the goods are processed, contain an exact description of the alleged claim or flaw and be accompanied by packing slips. The quality of the goods shall be considered to have been approved if the user does not receive a written notice of defects within 7 working days of the goods arriving.

2. Our courses:

2.1 Course quality

All courses can be certified for the medical association's Continuing Medical Education (CME points) program. Our instructors and advisors possess excellent professional knowledge and experience. All nursing related occupational courses can be certified as a part of the voluntary registration of nurses. Our company is certified according to DIN ISO 9001:2015.

The content of our courses correspond, to the best of our knowledge and with good conscience, to current guidelines and standards. We have taken great care in testing all medical specifications (e.g. medical dosages or therapeutic recommendations). Nevertheless we cannot provide a guarantee for the course contents, especially not with respect to the application on individual patients. All measures resulting from the courses that are applied to patients are the sole responsibility of the acting physicians and health care personnel. Since therapeutic decisions can only be made on an individual basis for the respective patients, AQAI cannot be held responsible.

2.2 Refunds

Once you have registered for a course (possible by post, telephone, e-mail, fax or on our website), you will receive a confirmation (by post, fax or e-mail). You have the right to cancel your participation in a course within 14 days free of charge. You are required, in this case, to send us a written cancellation. AQAI will then refund the full amount of the course fee.

If no other agreement has been written down there will be a charge of 50% up to 4 weeks before course starts. Afterwards the total course fee will be charged.

2.3 Course cancellations

AQAI reserves the right to cancel a course due to organizational reasons or when there is an insufficient number of participants. Should a course be cancelled, all course participants will receive written notification of the cancellation at least 1 week before the planned start of the course. In this case, AQAI will refund the entire course fee. Unfortunately we cannot refund any possible costs for travel bookings (e.g. travel tickets or hotel bookings).

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3. Online-Courses:

3.1. Technical Requirements

When participating in an online-training, each participant is obliged to provide the minimum requirements (Internet connection, current browser version, downloading a program from the necessary platform, loudspeakers or headset) and to test them before the training.

The failure of the technical requirements for which the participant is responsible does not release him from the contractual obligation to pay. If a participant does not communicate any technical problems during the course and the recording does not register such reports, participation is deemed to have taken place.

3.2. Copyright

The content of all events as well as all materials (webinar documents, provided recordings, etc.) are the intellectual property of AQAI GmbH or the respective speakers and are protected by copyright. They may only be used by the registered participant to whom they were made available. In particular, it is not permitted to publish, reproduce, pass on and edit, even partially, or record an event in audio or video or using screenshots. Any misuse can be punished by law.

4: General Information

4.1 Terms of payment

Unless otherwise agreed, all payments shall be due in the full amount upon delivery or upon acceptance of delivery. All course participants receive a written bill describing the course fees. Valued added tax will be listed separately, when applicable.

4.2 Place of performance, legal venue and applicable law

The place of performance for all obligations arising from the contractual relationship shall be the place of business of the user.

All disputes arising in connection with a contract or its validity shall be finally settled in accordance with the Arbitration Rules of the German Institution of Arbitration (DIS) without recourse of the ordinary courts of law. The applicable substantive law is German right. The language of the arbitral proceedings is German.

4.3 Escape clause:

Should individual provisions of these General Terms and Conditions of Sale, Delivery and Payment be or become ineffective, this shall not affect the validity of the remaining provisions.

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