

GENERAL INFORMATION AND TERMS AND CONDITIONS OF BUK MANAGEMENT GMBH FOR SALON TRAINING



As of 25 May 2018

1. SCOPE

This general information contains the general terms and conditions of business as defined under the civil code. They shall apply to all the salon trainings offered by BUK Management GmbH and are an integral part of all the contracts related to the conduction of salon trainings.

2. DEFINITION

A salon training is conducted in the hairdressing salon of the client by one or several trainers and at least 1 assistant of the ORGÆNIC Academy regarding a previously agreed hairdressing topic, usually hair colouring and/or hair cutting. Unless otherwise agreed, BUK Management GmbH is free to choose the trainer. BUK Management GmbH guarantees that the trainers have the necessary expertise and have been trained as trainers in BUK Management GmbH. If the salon requires specific trainers, then this requires an additional agreement.

If a third-party company books a training course for a salon, then these terms and conditions shall apply to both the third-party company (contractor) as well as to the salon where the training takes place. In addition to the salon, the third party company is also liable for any claims made by BUK Management GmbH arising from any contractual violations by the salon. Invoices for the services of BUK Management GmbH shall be sent to the third-party company which booked the salon training.

The duration of a salon training, regardless of whether consisting of 2, 3 or more days, begins on the first day at 10 am and lasts until 6 pm. On the remaining days, the salon training starts at 9 am and continues until 5 pm. Every participant is obliged to take part in the entire training.

3. RESPONSIBILITIES

The client is responsible for making the preparations and the on-site organisation. BUK Management GmbH will provide writing pads and pencils to the participants. The pad is provided for support and has to be returned to BUK Management GmbH after the salon training. All seminar documents are protected by copyright and may not be reproduced or provided to third parties.

The client has to provide his own or other suitable premises for the salon training.

He has to ensure that all the participants bring their own tools and is responsible for providing other items such as colours, hair cosmetics etc. In addition, he should provide the models as specified by BUK Management GmbH and arrange for refreshments for the training participants as well as lunch for the trainers.

If the client (salon) wants BUK Management GmbH to arrange for these specific tools or materials, then the same must be contractually agreed and will be charged separately.

The client assures that the participants are trained hairdressers. If trainees or newcomers are participating in the salon training, then they should be mentioned separately. The number of participants should not exceed the agreed number.

4. PREPARATION FOR THE SALON TRAINING

A detailed discussion shall take place between BUK Management GmbH and the salon three weeks before the salon training starts. This will be done by phone. Subsequently BUK Management GmbH shall send a detailed briefing in writing to the salon. This briefing also includes the additional location requirements. The agreements and requirements included in the briefing shall apply if the salon does not object to the same in writing or by email or raise any concerns within five days of receiving the briefing.

5. PAYMENT

The client will be sent an invoice along with the written briefing, i.e. three weeks before the training starts. This has to be paid within seven days from the date of invoice by means of bank transfer. The salon will be in default after 14 days from the date of invoice without the need for a further reminder. Once the payment is defaulted, BUK Management GmbH will refuse to provide the service with regard to conducting the salon training. The travel expenses are calculated based on the actual expenditure. This has to be paid within seven days from the date of invoice. Accommodation has to be provided in a hotel with a minimum rating of: 4 stars. A reimbursement rate per kilometre of EUR 0.46 shall apply for car travel expenses. Flight and train costs will be charged at actuals and expenses according to the legal expense rates. When booking a training through a third-party contractor, BUK Management GmbH has to be paid an additional ½ fee per salon training for travel exceeding 600 km.

In the case of incomplete and late payment, cancellation or termination of this contract by the client (salon), or if the training does not take place due to reasons for which the salon is responsible, then BUK Management GmbH is entitled to claim the full fee. For foreign bank transfers outside the EU member states, the fee schedule SHARE (share costs) applies. The charges are shared, the sender pays with his bank, the recipient bears the remaining costs. The principal (client) has to tick the box SHARE when making the transfer.

6. CANCELLATION POLICY AND SCHEDULE CHANGES

From the date of booking a salon training in writing, 100% of the cost will have to be paid in case of cancellation. In the case the seminar is cancelled, the salon will be sent a cancellation invoice and the cancellation charges have to be paid immediately on receiving the invoice.

If the client (salon) can prove that the cost incurred by BUK Management GmbH is lower, then the claim will be reduced accordingly. However, the salon is obliged to pay a minimum contractual penalty of 50% of the agreed fee for the salon training.

The right to early termination in the case of serious misconduct by a contracting party shall remain unaffected. In the case of major, unpredictable changes in the team, natural disasters and other unforeseeable, extraordinary reasons, the salon has the right to change the date of the training. This change of date is binding and has to be agreed in

writing between the contractual parties. The training fee for the rebooked date has to be paid on the same due date and default date, as for the original training date. Any travel costs already incurred will be billed in full to the salon.

Without the special reasons described above, a change of date is possible only with the consent of BUK Management GmbH. This has to be agreed at least 12 weeks prior to the planned date of the training. The fees, however, should be paid on the originally agreed due dates. Default will occur like for the originally agreed training date.

7. CANCELLATION BY BUK MANAGEMENT GMBH

In the case of serious, unforeseen reasons or natural disasters, BUK Management GmbH has the right to change the date of the salon training. This change of date is binding and has to be agreed in writing between the contractual parties. In the case of cancellation, the costs incurred by the client on the cancellation date (e.g. room costs) will not be borne by BUK Management GmbH.

8. ORGÆNIC HAIRCUTTING® AND ORGÆNIC HAIRCOLORING®

The haircutting technique ORGÆNIC Haircutting and the hair colouring technique ORGÆNIC Haircoloring require long-term training. After completion of a training, the client (salon) is not authorised to describe its services as ORGÆNIC Haircutting or ORGÆNIC Haircoloring and/or to advertise services using these terms.

9. TEAM LICENSE ORGÆNIC HAIRCOLORING PRIME STATUS

The license for organic hair colouring can be obtained as a team licence in the form of salon trainings. This is possible with a team size of at least ten participants (only hairdressers, excluding receptionists and trainees). Every team licence salon must nominate a salon trainer, ensure a corresponding salon trainer qualification and maintain the fixed training steps and contents of the team licence. The corresponding information is provided on request, and is a contract component of a corresponding contract about the technical seminar and the training plan that authorises carrying the licence. A separate agreement shall be concluded for this purpose that supplements these general terms and conditions of business.

10. SAFETY AND LIABILITY

Electrical equipment and chemicals provided by the client (salon) have to comply with the relevant technical and hygienic standards, which has to be ensured by the salon. Electrical equipment and chemicals provided by BUK Management GmbH have to be handled in accordance with the safety regulations. The regulations for skin safety and hygiene must be observed. Appropriate clothing must be worn for practical work. BUK Management GmbH assumes no liability for non-compliance. The right to allow or deny access during the training shall remain with the salon. BUK Management GmbH shall not assume any liability for clothes, valuables or damages, which cannot be attributed to misconduct on the part of the trainer.

11. GDPR DATE PROTECTION

BUK Management GmbH collects the personal data of clients and participants for contact purposes.

The data processing systems correspond to the latest technological standards. BUK Management GmbH will store these data for the purpose of an optimal customer service within the ORGÆNIC Group and use them for contact purposes. The information requirements are available for inspection in the seminar rooms and can be viewed on our website www.orgaeniclife.style. For hotel booking purposes, personal data like last name and first name will be transferred to the respective hotel on behalf of the participant. BUK Management GmbH reserves the right to take pictures and to record films/videos during seminars and events. These recordings will be exclusively used for promotion and advertising purposes on social media channels, our websites and newsletters within the ORGÆNIC Group and, for that scope, be distributed in social networks and otherwise on the Internet. Any other use than for the purposes laid down is not permitted. This consent is voluntary and can be revoked at any time. In addition, you are entitled to request information about your personal data that we store. You can assert your data protection rights by sending an e-mail to welcome@buk-management.com or by contacting BUK Management GmbH, An der Frauenkirche 1, 01067 Dresden by post.

12. PHOTO STANDARD

BUK Management GmbH reserves the right to take photos and to film during the salon training and events. The material from work and seminar situations will be used for documentation and advertising purposes in the press, in social networks, internal media and events. The client (salon) shall transfer unrestricted rights of use and distribution of the recordings in terms of time, content and geography, to BUK Management GmbH. If individual participants disagree with this, the same has to be communicated to BUK Management GmbH before the seminar in writing.

13. JURISDICTION, ACTING AS BUSINESSMEN, LEGALITIES

The exclusive place of jurisdiction for all disputes arising from and in connection with this contract is Dresden. The client (salon) assures that he will not act as a consumer, but to sign this contract with the awareness of his own business activity and thus act as a businessman. German law is understood as applicable but this does not apply if German law refers to a foreign law.

14. FINAL PROVISIONS

If one of these conditions should be ineffective, the same shall not affect the validity of the rest of the provisions. If any individual clauses become invalid, this will be replaced by a provision which comes closest to the intended regulatory content, which is nevertheless applicable (validity-preserving reduction).