

General Terms and Conditions – Advice & Training

1. Scope

These general terms and conditions shall apply to all services of the Beratergruppe Neuwaldegg in the field of advice and training. Deviations from these general terms and conditions shall only be binding if they are agreed in individual cases and confirmed in writing.

2. Offers and conclusion of the contract

Offers shall be subject to change without notice and shall not be valid for more than 14 days in the absence of other information.

The contract is deemed to have been effectively concluded upon written confirmation by the customer or the Beratergruppe Neuwaldegg.

In order to be effective, subsequent amendments and supplements require the written confirmation by the Beratergruppe Neuwaldegg.

3. Provision of services

The Beratergruppe Neuwaldegg shall be entitled to have the tasks incumbent upon it fully or partially carried out by third parties, among others independent consultants, freelance cooperation partners and the like.

No contractual relationship shall arise between the customers of Beratergruppe Neuwaldegg and the third parties.

The third parties working for the Beratergruppe Neuwaldegg have a contractual relationship with the Beratergruppe Neuwaldegg, the customers are therefore not entitled to arrange for orders for their own account.

4. Periods of performance

The performance dates and deadlines shall be determined by the order confirmation.

In cases of force majeure, the Beratergruppe Neuwaldegg shall be entitled to announce changes of dates without being in default.

5. Remuneration

Fees shall be agreed upon for the consultancy services of the Beratergruppe Neuwaldeg according to the order confirmation. Advance payments and partial payments can be agreed upon according to the expenditure.

In addition, the following expenses will be invoiced:

- Travel expenses by car shall be charged per km according to the official mileage allowance of EUR 0.42. The starting point for the journey shall be the headquarters of the Beratergruppe Neuwaldeg or, if applicable, the place of residence of the consultants and / or cooperation partners.
- Travel expenses for train (1st class), flight, taxi, public transport, garage, rental car, etc. will be charged further according to the receipt.
- The costs for accommodation and meals of the consultants shall be reimbursed for the duration of the arrival on the day before the event until the end of the event according to receipts, unless a lump sum has been agreed in the order confirmation.

6. Terms of payment

All services shall be invoiced plus the respective statutory value added tax in the amount of currently 20% VAT. Unless otherwise stipulated in the order agreement in individual cases, invoices shall be due net cash without deduction upon receipt.

In case of default, the Beratergruppe Neuwaldeg shall be entitled to charge default interest and flat-rate collection costs at the statutory rate pursuant to Sections 456, 458 of the UGB [Austrian Commercial Code].

7. Cancellation costs

Rejections and / or cancellation of contractually agreed services must in any case be made in writing. In this case, the following cancellation costs will be charged by the Beratergruppe Neuwaldeg:

- Cancellation from order placement up to 8 weeks before agreed start of work: 25% of the net order amount
- Cancellation between 8 and 4 weeks before the agreed start of work: 50% of the net order amount
- Cancellation between 4 and 2 weeks before the agreed start of work: 75% of the net order amount
- Cancellation less than 2 weeks before the agreed start of work: 100% of the net order amount

Expenses already incurred by the Beratergruppe Neuwaldeg are to be reimbursed at 100% in any case.

8. Secrecy

The Beratergruppe Neuwaldeg as well as its customers shall be obliged to keep secret all information concerning the respective other contracting party which has become known to them in the course of the contractual relationship and which is not generally known, and to transfer this obligation to their employees and other third parties working for them. This duty of confidentiality shall also apply after termination of the contractual relationship.

9. Data protection

The personal data of customers and their employees collected within the framework of the contractual relationship shall serve the purpose of recording and processing as well as invoicing and is thus necessary for the fulfilment of the contract. The Beratergruppe Neuwaldeg shall treat this data confidentially and not pass it on to third parties.

10. Protection of intellectual property and copyright

The Beratergruppe Neuwaldeg shall be entitled to all copyrights to the works (presentations, drafts, reports, other documents, etc.) created by the Beratergruppe Neuwaldeg in the course of its consulting activities. The customers shall be granted a right of use, unlimited in time and place, which is not transferable to third parties. A right to exploitation, reproduction and distribution as well as provision shall expressly not be included. The use of works, also in extracts or parts thereof, for other purposes, in particular of a commercial nature, shall be expressly prohibited. Any liability of the Beratergruppe Neuwaldeg towards third parties shall be excluded.

11. Warranty and damages

The Beratergruppe Neuwaldeg shall only be liable for damages caused by gross negligence or intent.

In the case of hybrid or virtual provision of consulting services, the Beratergruppe Neuwaldeg shall not be liable for the availability and freedom from interference of the platform used or for any specific quality of transmission. The respective data protection provisions of the platform used shall apply.

When assessing the consulting service, changes and further developments of the generally accepted professional principles in the field of management consulting which have taken place after the time of the provision of the consulting service shall not be taken into account with regard to their correctness and completeness.

Claims for rectification of defects and reduction of prices shall be excluded after the expiry of 3 months after the termination of the consulting service.

12. Consequences of default and withdrawal

In cases of force majeure or other unforeseeable and unavoidable events such as illness or accident concerning the respective consultant, the Beratergruppe Neuwaldegg shall be entitled to postpone appointments without being in default. Any claim for damages on the part of the customer in this regard shall be excluded.

The Beratergruppe Neuwaldegg shall be entitled to withdraw from the contract,

if the provision of the consulting service becomes impossible for reasons within the sphere of responsibility of the customers or is further delayed despite the setting of a deadline,

if judicial insolvency proceedings are instituted against the company of the customers or a bankruptcy petition is dismissed for lack of assets to cover costs.

Without prejudice to further claims for damages, the Beratergruppe Neuwaldegg shall be entitled to demand payment for services already rendered and / or to retain any advance payments received.

13. Severability clause

Should individual provisions of these general terms and conditions or their components be or become invalid, this shall not affect the validity of the remaining provisions. Accordingly, the parties shall be obliged in good faith to replace the invalid provision with a valid provision that is equivalent to it in terms of the economic result.

14. Place of performance and place of jurisdiction

The place of performance shall be Vienna. The factual competent court for the first district in Vienna shall be agreed as the place of jurisdiction.

Status April 2021