



Terms and Conditions

Status January 2023

1 General Principles / Scope of Application

1.1 All legal transactions between the Principal and the Agent (Management Consultant) - hereinafter referred to only as the Agent - shall be governed exclusively by these General Terms and Conditions. The version valid at the time of conclusion of the contract shall be authoritative in each case.

1.2 These General Terms and Conditions shall also apply to all future contractual relationships, thus even if not expressly referred to in supplementary agreements.

1.3 Any conflicting General Terms and Conditions of the Customer shall be invalid unless expressly accepted by the Contractor in writing.

1.4 In the event that individual provisions of these General Terms and Conditions should be and/or become invalid, this shall not affect the validity of the remaining provisions and the contracts concluded on the basis thereof. The invalid provision shall

be replaced by a valid provision which comes as close as possible to its meaning and economic purpose.

2 Scope of the Consulting Order / Substitution

2.1 The scope of a specific consulting assignment shall be contractually agreed in each individual case.

2.2 The Contractor shall be entitled to have the tasks incumbent upon it performed in whole or in part by third parties. Payment of the third party shall be made exclusively by the Contractor itself. No direct contractual relationship whatsoever shall arise between the third party and the Principal.

2.3 The Customer undertakes not to enter into any business relationship whatsoever with persons or companies used by the Contractor for the performance of its contractual obligations during or up to three years after the termination of this contractual relationship. In particular, the Customer shall not commission such persons and companies with such or similar consulting services which are also offered by the Contractor.

3. duty of the principal to inform / declaration of completeness

3.1 The Principal shall ensure that the organizational framework conditions for the fulfillment of the consulting assignment at its place of business allow the Contractor to work as undisturbed as possible in a manner conducive to the rapid progress of the consulting process.

3.2 The Principal shall also inform the Contractor comprehensively about previously performed and/or ongoing consultations - also in other specialist areas.

3.3 The Principal shall ensure that the Agent is provided with all documents necessary for the fulfillment and execution of the consulting assignment in a timely manner, even without the Agent's special request, and that the Agent is informed of all processes and circumstances that are of importance for the execution of the consulting assignment.

This shall also apply to all documents, processes and circumstances which only become known during the work of the Consultant.

3.4 The Principal shall ensure that its employees and the employee representation (works council) provided for by law and established, if any, are informed of the Consultant's activities before they commence.

4. safeguarding of independence

4.1 The contracting parties undertake to be loyal to each other.

4.2 The contracting parties mutually undertake to take all precautions suitable to prevent the independence of the commissioned third parties and employees of the Contractor from being jeopardized. This shall apply in particular to offers made by the Principal for employment or the acceptance of orders on its own account.

5 Reporting / Duty to Report

5.1 The Contractor undertakes to report to the Principal on its work, that of its employees and, if applicable, that of commissioned third parties in accordance with the progress of the work.

5.2 The Principal shall receive the final report within a reasonable period of time, i.e. two to four weeks, depending on the type and scope of the consulting assignment after completion of the assignment. Deviations shall be regulated by the specific consulting agreement.

5.3 The Contractor shall be free from instructions in the production of the agreed work, shall act at his own discretion and on his own responsibility. He shall not be bound to any specific place of work or working hours.

6. protection of intellectual property

6.1 The copyrights to the works created by the Contractor and its employees and commissioned third parties (in particular offers, reports, analyses, expert opinions, organizational plans, programs, performance descriptions, drafts, calculations, drawings, data carriers, etc.) shall remain with the Contractor. They may be used by the client during and after termination of the contractual relationship exclusively for purposes covered by the contract. In this respect, the Client is not entitled to reproduce and/or distribute the work(s) without the express consent of the Contractor. Under no circumstances shall an unauthorized reproduction/dissemination of the Work give rise to any liability on the part of the Contractor - in particular, for example, for the correctness of the Work - vis-à-vis third parties.

6.2 The Client's violation of these provisions shall entitle the Contractor to immediately terminate the contractual relationship prematurely and to assert other legal claims, in particular for injunctive relief and/or damages.

7 Warranty

7.1 The Contractor shall be entitled and obliged, irrespective of fault, to remedy any inaccuracies and defects in its performance that become known within the scope of the statutory warranty. He shall inform the Principal thereof without delay.

7.2 This claim of the Client shall expire six months after the respective service has been rendered.

8 Liability / Compensation

8.1 The Contractor shall be liable to the Customer for damages - with the exception of personal injury - only in the event of gross negligence (intent or gross negligence). This shall also apply mutatis mutandis to damages attributable to third parties engaged by the Contractor.

8.2 Claims for damages by the Customer may only be asserted in court within six months of knowledge of the damage and the damaging party, but at the latest within three years of the event giving rise to the claim.

8.3 The Customer shall in each case furnish proof that the damage is attributable to the fault of the Contractor.

8.4 If the Contractor performs the work with the assistance of third parties and warranty and/or liability claims arise against these third parties in this context, the Contractor shall assign these claims to the Customer. In this case, the Customer shall give priority to these third parties.

9 Secrecy / Data Protection

9.1 The Contractor undertakes to maintain absolute secrecy with regard to all business matters of which it becomes aware, in particular business and trade secrets as well as any information which it receives about the type, scope of operation and practical activities of the Principal.

9.2 Furthermore, the Contractor undertakes to maintain secrecy vis-à-vis third parties about the entire content of the Work as well as all information and circumstances which it has received in connection with the creation of the Work, in particular also about the data of clients of the Principal.

9.3 The Contractor shall be released from the obligation to maintain secrecy with respect to any assistants and substitutes of which he makes use. However, he shall fully transfer the duty of confidentiality to them and shall be liable for their breach of the duty of confidentiality as for his own breach.

9.4 The duty of confidentiality shall extend indefinitely beyond the end of this contractual relationship. Exceptions exist in the case of legally stipulated obligations to testify.

9.5 The Contractor shall be entitled to process personal data entrusted to it within the scope of the purpose of the contractual relationship. The Customer shall warrant to the Contractor that all necessary measures have been taken for this purpose, in particular those within the meaning of the Data Protection Act, such as declarations of consent by the persons concerned.

10. fee

10.1 After completion of the agreed work, the Contractor shall receive a fee in accordance with the agreement between the Customer and the Contractor. The Contractor shall be entitled to issue interim invoices in accordance with the progress of the work and to demand payment on account in accordance with the respective progress. The fee shall be due in each case upon invoicing by the Contractor.

10.2 The Contractor shall issue an invoice with all legally required features entitling the Contractor to deduct input tax.

10.3 Any cash outlays, expenses, travel costs, etc. incurred shall be additionally reimbursed by the Principal against invoicing by the Contractor.

10.4 If the agreed work is not performed for reasons on the part of the Client or due to a justified premature termination of the contractual relationship by the Contractor, the Contractor shall retain the right to payment of the entire agreed fee less any expenses saved. In the event that an hourly fee has been agreed upon, the fee shall be paid for that number of hours which could have been expected for the entire agreed work, less the expenses saved. The expenses saved shall be agreed as a lump sum of 30 percent of the fee for those services which the Contractor has not yet performed by the date of termination of the contractual relationship.

10.5 In the event of non-payment of interim invoices, the Contractor shall be released from its obligation to provide further services. However, this shall not affect the assertion of further claims resulting from non-payment.

11 Electronic invoicing

11.1 The Contractor shall be entitled to send invoices to the Customer also in electronic form. The Customer expressly agrees to the Contractor sending invoices in electronic form.

12 Duration of the Contract

12.1 The consulting agreement shall generally end upon completion of the project and the corresponding invoicing.

12.2 Notwithstanding the foregoing, the Consulting Agreement may be terminated by either party at any time for good cause without notice. Good cause shall be deemed to exist in particular

- if one of the contracting parties breaches essential contractual obligations, or**
- if a contracting party defaults on payment after insolvency proceedings have been opened, or**
- if there are justified doubts regarding the creditworthiness of a contracting party in respect of which no insolvency proceedings have been opened and the latter, at the request of the Contractor, neither makes advance payments nor provides suitable security prior to performance by the Contractor and the poor financial circumstances of the other contracting party were not known at the time the contract was concluded.**

13. final provisions

13.1 The contracting parties confirm that they have made all statements in the contract conscientiously and truthfully and undertake to notify each other immediately of any changes.

13.2 Amendments to the contract and these GTC must be made in writing, as must any waiver of this formal requirement. Verbal collateral agreements do not exist.

13.3 This contract shall be governed by Austrian substantive law, excluding the conflict of laws rules of private international law and the UN Convention on Contracts for the International Sale of Goods. The place of performance shall be the place of the Contractor's professional establishment. The court at the Contractor's place of business shall be responsible for disputes.

The Professional Association of Management Consultancy, Accounting and Information Technology of Austria recommends the following mediation clause as a business-friendly means of dispute resolution:

(1) In the event of disputes arising from this contract that cannot be settled by mutual agreement, the contracting parties mutually agree to involve registered mediators (ZivMediatG) specializing in business mediation from the list of the Ministry of Justice for the out-of-court settlement of the conflict. If no agreement can be reached on the selection of business mediators or on the content of the dispute, legal steps will be taken at the earliest one month after the failure of the negotiations.

legal steps shall be taken.

(2) In the event of a mediation which has not been concluded or which has been broken off, Austrian law shall apply in any legal proceedings which may be instituted.

All necessary expenses incurred as a result of a previous mediation, in particular also those for legal advisors, may be claimed as "pre-litigation costs" in court or arbitration proceedings as agreed.