

## GENERAL TERMS AND CONDITIONS

### Eckhard Schölzel & Partner

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#### 0. Preliminary remark

With the following General Terms and Conditions we would like to lay a foundation for successful cooperation. It is our wish to provide our service based on fair and clear agreements.

#### 1. Conclusion of contract

1. The contract is concluded by a written order confirmation from Consultancy Eckhard Schölzel & Partner (hereinafter referred to as "Consultancy"), Seefeld, if this is not contradicted in writing within 14 days.
2. The contract is only concluded under the validity of the General Terms and Conditions of the Consultancy. Any conflicting general terms and conditions of the client shall not be recognized.
3. German law shall apply exclusively to all legal relations between the contracting parties.

#### 2. Scope of services - duties of the Consultancy

1. The Consultancy is entitled to have the commissioned measures carried out by Mr. Schölzel and/or by partners, employees and/or freelancers.
2. All persons involved in projects on the part of the Consultancy are subject to the quality promise of the Consultancy and the confidentiality obligations as well as all legal protection provisions.
3. The quality and form of the services are described in the respective and solely binding order confirmation. Agreed changes and additions become valid through written confirmation on the part of the Consultancy.
4. We prefer to provide services online if possible. Infrastructure costs are included in the fee.
5. Travel expenses are charged according to time and effort. For short assignments (up to 1.0 day), travel time per hour will also be charged at 30% of the hourly fee.
6. Personal data of the individual participants will be stored password-protected in an electronic data processing system if required and exclusively for order processing (see General Data Protection Declaration).

#### 3. Obligations of the customer

1. The order shall be deemed to have been placed as proposed if the client does not object to the order confirmation in whole or in part in writing within 14 days.
2. The fee for the services to be provided by the Consultancy shall be bindingly regulated by the order confirmation, in which a breakdown of the investment shall be provided.
3. The daily fee is agreed per workshop or seminar day or part thereof. Development or adaptation services shall be remunerated separately as a lump sum in accordance with the order confirmation or against a time schedule of the services.
4. The commissioned use of special didactic aids (e.g. video media, seminar materials, technical equipment) will be invoiced separately to the client. The same applies to the rental of event rooms.
5. Travel costs, accommodation costs and other expenses shall be reimbursed as agreed in the order confirmation.
6. If the project lasts several months, the client receives monthly partial invoices according to the progress of the project. The invoiced services are shown in detail.

#### 4. Copyright

1. The copyright for the documents created and distributed within the framework of the training or Consultancy measure is held by the Consultancy. Any reproduction or distribution or other use of the documents by the client and/or his employees requires the written consent of the Consultancy.
2. For each case of violation of the prohibition of reproduction, distribution or use, the Client shall owe a contractual penalty in the amount of 3 times to 10 times the daily fee corresponding to the distribution range plus VAT for each individual case.
3. For its part, the client warrants that it holds the copyrights and other rights of use for documents or works for documents or works made available by him. He will indemnify the Consultancy against any claims for damages or contractual penalties by third parties in this respect.

4. For documents created in cooperation with the client (in workshops, coaching), the ownership rights remain with the client. For the Consultancy, the confidentiality agreements apply here.

#### **5. Data protection, information and confidentiality obligation**

1. To guarantee the objectives of the commissioned projects, the client and the Consultancy shall inform each other about all business-relevant processes and contexts that are of importance for the preparation and execution of the assignment.
2. The Consultancy undertakes to keep personal and business facts that have become known to it from the cooperation secret from third parties. In our privacy policy you will find all our commitments to maintain the personal integrity of our clients and customers as required by the General Data Protection Regulation 2018.

#### **6. Prevention of performance**

1. If the Consultancy is prevented from performing the agreed services on time due to force majeure, illness, accident or other circumstances for which it is not responsible, the contractual obligations shall remain in force, but the parties shall agree on a new date/modalities for the performance of the measures. Compensation or reduction of fees cannot be derived from this.
2. If the Client is unable to meet his obligations under the contract, the Contractor shall propose to the Client once two alternative dates within the next six months, one of which shall be accepted by the Client. If the fulfilment of the order on this basis between the parties is again not achieved due to indisposition on the part of the Client, the Client shall be obliged to pay a lump-sum compensation in the amount of 50% of the agreed fee.
3. The following cancellation deadlines apply to in-house measures (seminar, workshop, consultation): In the event of order cancellation within 30 days prior to the first service date, a 25% processing fee will be charged on the order volume; within 14 days prior to the next service date, a 50% cancellation fee will be charged on the remaining services ordered; within 5 days, a 100% cancellation fee will be charged.
4. Services which the Consultancy must render to third parties shall be reimbursed in full, as shall travel expenses already incurred in real terms.
5. Services already rendered and materials produced shall be invoiced to the client and made available in the event of cancellation of the order.
6. The following cancellation deadlines apply to inter-company seminars: the client (seminar participant) can cancel his/her written registration free of charge if he/she names a substitute. In the event of cancellation without naming a substitute within 30 days of the chosen date, a 25% processing fee will be charged, within 14 days of the date a 50% cancellation fee will be charged, and within 5 days the full participation fee will be charged. In the event of a postponement by the Consultancy, your possible withdrawal remains free of charge.

#### **7. Competitors and non-disclosure**

The Consultancy is entitled to offer its services to competitors of the client as well. This does not affect the duty of confidentiality of the Consultancy regarding acquired client-specific information.

#### **8. Terms of payment, default of payment**

1. The Consultancy is entitled to reimbursement of the statutory German VAT.
2. In case of a longer project duration (more than 4 weeks), the invoice will be issued at the beginning, otherwise after the implementation of the respective measure. In individual cases, the Consultancy reserves the right to invoice up to 30% of the order volume when the order is placed.
3. In general, a payment term of 14 days after invoicing applies.
4. Offsetting and retention against due payment claims is excluded.
5. In the event of default, a payment reminder shall be sent. After expiry of a grace period, the Client shall owe the Contractor interest in the amount of 10% above the discount rate of the Deutsche Bundesbank for the time beyond the payment deadline. An additional fee of € 50 shall be charged for each reminder.

#### **9. Place of jurisdiction**

For all contracts involving services of the Consultancy, the agreed place of jurisdiction is Starnberg, Germany.