

GENERAL TERMS AND CONDITIONS

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0. preliminary remark

With the following General Terms and Conditions, we would like to lay the foundation for successful cooperation. It is our wish to provide our services on the basis of fair and clear agreements.

1. conclusion of contract

1. Beyond individual orders, a fixed-term framework agreement can be concluded, which offers our customers special advantages.
2. The individual project order is concluded by a written order confirmation from ESP Eckhard Schölzel & Partner (hereinafter referred to as "ESP"), Munich, if this is not objected to in writing within 14 days.
3. The contract shall only be concluded subject to the General Terms and Conditions of ESP. Any conflicting general terms and conditions of the customer shall not be recognized.
4. All legal relations between the contracting parties shall be governed exclusively by German law.

2. scope of services - obligations of the ESP

1. ESP shall be entitled to have the commissioned measures performed by Mr. Schölzel and/or by partners, employees and/or freelancers.
2. All persons involved in projects on the part of ESP are subject to ESP's quality promise (see competence profile) and confidentiality obligations as well as all statutory protection provisions.
3. The quality and form of the services are defined in the specific offer with a breakdown of the investment and become binding with the order confirmation after coordination of changes and additions.
4. ESP undertakes to provide information relating to the planned services as early as possible.
5. If the project lasts several months, the client receives monthly partial invoices according to the progress of the project. The invoiced services are listed in detail.
6. Travel expenses are charged at cost. For short assignments (up to 1.0 day), travel time per hour may also be charged at 30% of the service fee.
7. Personal data of the individual participants will be stored in a password-protected electronic data processing system as required and exclusively for order processing (see General Data Protection Declaration).

3. obligations of the client

1. The client undertakes to provide all information required for the order as early as possible. This also includes information on the operational environment, participants and relevant events.
2. The daily fee is agreed per workshop or seminar day or part thereof. Development or customization services shall be remunerated separately at a flat rate in accordance with the order confirmation or against a schedule of services.
3. The client shall be responsible for the organization and financing of the explicitly commissioned use of special didactic aids (e.g. video media, technical equipment) and the rental of event rooms after consultation.
4. Travel costs, accommodation costs and other expenses are to be reimbursed.

4. prevention of performance

1. If ESP 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 a new date/new modalities for the performance of the measures. No compensation or reduction in fees can be derived from this.
2. If the Client is unable to meet its obligations, the Contractor shall propose two alternative dates within the next three months, one of which must be accepted by the Client. If the order cannot be fulfilled on this basis due to indisposition on the part of the Client, the Contractor shall be entitled to liquidated damages amounting to 50% of the agreed fee.
3. For commissioned individual measures (coaching, seminar, workshop), the following cancellation deadlines apply: if the order is canceled within 30 days before the first service date, a 25% processing fee on the order volume is due; within 14

days before the next service date, a 50% cancellation fee on the remaining commissioned services is due; within 5 days, a 100% cancellation fee is due. Postponements: see para. 2. If applicable, the provisions of a framework agreement between ESP and the client company shall apply.

4. Services already provided and materials produced shall be charged to the client and made available if the order is not realized. The same shall apply to services that ESP has to provide to third parties, as well as travel expenses already incurred: these shall be reimbursed in full.

5. copyright

1. The copyright for the documents created and distributed as part of the training or consultancy measure lies with ESP. Any reproduction or distribution or other use of the documents by the client and/or its employees shall require the written consent of ESP.
2. For each case of infringement of the prohibition of reproduction, distribution or use, the client shall owe a contractual penalty in the amount of 3 to 10 times the daily fee corresponding to the distribution range for each individual case.
3. For its part, the client warrants that it holds the copyrights and other rights of use for the documents or works provided by it. It shall indemnify ESP against any claims for damages or contractual penalties by third parties in this respect.
4. For documents created in collaboration with the customer/client (in workshops, coaching), the ownership rights remain with the customer/client. The confidentiality agreements apply to ESP.

6. data protection, confidentiality obligation

1. ESP undertakes to maintain confidentiality towards third parties with regard to personal and business facts that have become known to it as a result of the collaboration. In our privacy policy you will find all our obligations to protect the personal integrity of our customers and clients as required by the General Data Protection Regulation 2018.
2. This also applies to business and trade secrets of other organizations that ESP becomes aware of in the course of its work for the client.

7. competition

ESP is entitled to offer its services to competitors of the customer. This shall not affect the duty of confidentiality with regard to acquired customer-specific information.

8. term of payment, default of payment

1. ESP is entitled to reimbursement of the statutory German value added tax.
2. The invoice shall be issued at the end of each month for longer projects (more than 4 weeks), otherwise after completion of the respective measure. In individual cases, ESP reserves the right to demand payment for the commissioned service when the order is placed and the payment term (see Section 3), but at least 30% of the order volume.
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 reminder shall be sent. With the reminder, the Client shall owe the Contractor interest in the amount of 10% above the discount rate of the Deutsche Bundesbank for the period beyond the payment deadline. An additional fee of € 50 shall be charged for each reminder.

9 liability

1. ESP shall only be liable for damages for which it is responsible due to services not rendered in accordance with the contract, but limited to intent and gross negligence.
2. Insofar as ESP is liable, it shall indemnify the client against all third-party claims and hold the client harmless.
3. ESP's liability shall be excluded if the third-party claims are based on defects that are the responsibility of the client. The client shall indemnify and hold ESP harmless against such third-party claims.
4. The parties shall inform each other immediately of the assertion of claims by third parties and shall support each other to the best of their ability in the defense and legal defense against such claims.

9. place of jurisdiction

Munich is agreed as the place of jurisdiction for all contracts involving services provided by ESP.

Munich, 09.01.2024