

TERMS AND CONDITIONS - JAKOB

Jakob Management Training & Consulting GmbH

Schlossweg 1 - A-5223 Pfaffstätt

1. Establishment of Contract

1.1 The entering into contracts between the Customer and JAKOB Management Training & Consulting GmbH (hereinafter referred to as "JAKOB") for the services to be mutually provided as well as all modifications of and amendments thereto shall be valid only when made in writing.

1.2 In addition to the agreements defined in the contract/offer, our current general terms and conditions apply. If the contract/offer contains deviating formulations from our general terms and conditions, those in the contract/offer are binding.

1.3 These General Terms and Conditions of Business shall prevail over general terms and conditions of the Customer.

2. Services

2.1 JAKOB shall provide its services through employees and/or JAKOB-approved freelancers/subcontractors.

2.2 The scope, form, topic and target of the services shall be determined in detail in the relevant contract between the Customer and JAKOB.

2.3 JAKOB shall provide its services in the form of seminars, training courses, online-services, workshops, moderation, consulting services and project work.

2.4 An individual assessment of participants shall not take place.

2.5 JAKOB does not warrant a particular success of any of its services, unless such warranty is expressly and specifically agreed in writing.

3. Security of Services

3.1 The Customer recognizes the copyright of JAKOB in and to the works (training documents, etc.) created by JAKOB. The reproduction and/or distribution of the above-mentioned works by the Customer shall be subject to the prior written consent of JAKOB.

3.2 JAKOB represents that the works provided by it for the realization of the order do not conflict with copyrights and/or other rights of third parties.

3.3 Before and during the training activities, the Customer shall constantly inform JAKOB on all conditions and circumstances relevant to the preparation and realization of the order. The Customer shall nominate a responsible contact person.

3.4 Unless stipulated otherwise, JAKOB shall have the right to subsequently offer its services also to competitors of the Customer.

4. Secrecy Obligation

The trainers/consultants undertake to keep secrecy in respect of any and all business and commercial matters and information which they gain knowledge of in the course of the cooperation with the Customer and which are of relevance to the Customer's business. This obligation shall survive the termination of the contractual activity.

5. Fees and Costs

5.1 The first contact meeting shall be free of charge, unless stipulated otherwise.

5.2 It is agreed that a daily or lump-sum fees or user-fees shall be paid for the services specified in Art. 2.3.

5.3 The use of further services or materials shall be charged extra subject to consultation with the Customer.

5.4. Travel and accommodation costs of the trainers/consultants will be covered by the Customer and shall be charged separately.

5.5 In case the travel duration is more than 1 hour to the seminar or workshop, the trainers/consultants may arrive the previous day. These costs will be covered by the Customer.

5.6 The seminar location will be booked and paid by the Customer.

5.7 All prices quoted are without Value-added Tax.

5.8 Unless stipulated otherwise, agreed fees shall be charged immediately after the provision of the service and shall be due immediately, without any deduction.

5.9 The Customer has no right of set-off against, or withholding from, payments due.

6. Change of Appointments/Dates

6.1 In case an appointment for the provision of the agreed services cannot be observed by JAKOB due to illness, accident, force majeure, or other circumstances lying beyond JAKOB's sphere of influence, JAKOB offers to provide the services at a new date to be agreed upon, to the exclusion of any and all liability for damages.

6.2 In case an agreed appointment or service cannot be observed by the Customer, the Customer shall be charged with 50%, 75%, or 100% of the agreed fee when giving notice thereof within 2 months, 1 months or 10 days, respectively, before the agreed appointment.

7. Modifications of and Amendments to the Contract

7.1 Modifications of and amendments to the Contract shall be valid only when made in writing.

7.2 If any provision hereof is ineffective or modified by written agreement, the validity of the other provisions hereof shall not be affected thereby.

7.3 These General Terms and Conditions of Business and their execution shall exclusively be governed by Austrian law.

7.4 Any and all disputes shall be settled before a court having jurisdiction at the corporate seat in Salzburg / Austria.