

# General Terms and Conditions for Company Training

## 1. Scope and Validity

These General Terms and Conditions shall apply to the execution of qualification, consulting and assistance measures (hereinafter referred to as "event") for organisations (enterprises, associations, public bodies, etc.), unless specified otherwise for specific training services by mandatory legal provisions.

All orders and agreements are legally binding only if acknowledged in writing by bfi Steiermark as the contractor and duly signed by it; they are mutually binding only to the extent set forth in the order acknowledgement. The general terms and conditions of the organisation placing the order are herewith excluded for the present legal transaction and the entire business relationship.

## 2. Prices, Taxes and Fees

- 2.1 All prices are in euro excluding VAT. They only apply to the present order. The stated prices apply subject to the condition that the event/s is/are carried out at the place of business or branch office of the organisation placing the order.
- 2.2 As regards events for enterprises comprising several units, bfi Steiermark is entitled to render partial services and to issue a partial invoice separately for each unit.
- 2.3 The invoice amount is due and payable, net cash, within 14 days from receipt of the invoice. The payment terms specified for the entire order apply accordingly to partial invoices.
- 2.4 Compliance with the agreed payment dates is a material condition for the execution of the events and/or the performance of the contract by bfi Steiermark. In the event of late payment, default interest of 12 % a year plus dunning fees will be charged. In the case of partial payments and non-payment of two instalments, bfi Steiermark shall be entitled to enforce default of due date and to correspondingly demand payment of the claims still outstanding.
- 2.5 The organisation placing the order is not entitled to retain payments due to incomplete performance of the contract, guarantee or warranty claims or any complaints.

## 3. Order

- 3.1 The substantive basis for the provision of the service by bfi Steiermark is the concept approved by the organisation placing the order. Any changes in the service in respect of content or time require the consent of the organisation placing the order.
- 3.2 bfi Steiermark reserves the right to postpone, cancel or interrupt agreed events in agreement with the organisation placing the order in justified exceptional cases. In this case, any payments already made for services not rendered will be reimbursed. Any further claims for damages are excluded, unless the damage was caused by intent or gross negligence on the part of bfi Steiermark or a person for whom bfi Steiermark is liable.
- 3.3 Should it become apparent in the course of execution of the event that performance of the order has become actually or legally impossible, bfi Steiermark is obliged to notify the organisation placing the order thereof immediately. In this case, every contracting party is entitled to withdraw from the order. The organisation placing the order has to reimburse any costs and expenses incurred in connection with bfi Steiermark's activity up to that date.

## 4. Execution

There is no right to claim complete or partial execution of a training event by a specific trainer or at a specific training location. The execution of an event at the place of the organisation placing the order (in-house training) or at another place specified by the organisation placing the order requires an express contractual agreement.

## **5. Training Documents**

Without the prior consent of bfi Steiermark, the seminar documents or data carriers handed over to the seminar participant must not be copied or handed over to third parties.

## **6. Seminar Certificate**

Seminar certificates are issued only if the seminar participant was present during 75% of the event's duration.

## **7. Terms of Cancellation**

### **7.1 Cancellation prior to the date of the event**

Cancellations by the organisation placing the order are only possible with the written consent of bfi Steiermark. Should bfi Steiermark agree to the cancellation, a cancellation fee in the amount of any advance services already rendered and of the costs incurred by that date is charged.

### **7.2. Cancellation or unilateral termination of the event**

In the event of cancellation or unilateral termination of the event by the organisation placing the order, the total order amount will be invoiced.

## **8. Liability**

bfi Steiermark is liable for any damage within the limits of statutory provisions if it can be proven that the damage was caused by its intent or gross negligence. The liability for slight negligence is excluded. Compensation for consequential damages and economic losses, savings not realised, lost interest and for damages arising from third-party claims against the principal shall be excluded in any case.

## **9. Loyalty**

The contracting parties are obliged to reciprocal loyalty. During the term of the contract and for 12 months after end of the contract, they shall refrain from enticing away or recruiting (via third parties) the other contracting party's employees who were involved in the realisation of the event. The party violating this provision is obliged to pay damages in the amount of the annual salary of the relevant employee.

## **10. Data Protection, Secrecy**

bfi Steiermark is entitled to store, electronically process as well as to use and exploit any data relating to the seminar participants in the context of performing the contract. bfi Steiermark undertakes to treat as confidential, and not to make accessible to third parties, all information and data received from the seminar participants in connection with their participation in a seminar. This obligation also extends to the period after the end of participation in a seminar.

## **11. Miscellaneous**

If individual provisions of these General Terms and Conditions are or become invalid, the validity of the remaining provisions shall not be affected thereby. The contracting parties shall cooperate as partners in finding a regulation that comes closest to the invalid provisions.

## **12. Creditor Protection**

In the event of engagement of a debt collection agency, we will transmit the company name, the address and the outstanding amount to KSV1870.

## **13. Place of Jurisdiction**

Unless agreed otherwise, the statutory provisions under Austrian law applicable between entrepreneurs shall also apply if the order is executed abroad. The place of jurisdiction for any disputes shall be the functionally competent court for the place of business of bfi Steiermark. In respect of any agreements with consumers within the meaning of the Consumer Protection Act [*Konsumentenschutzgesetz*], the above provisions apply only to the extent that the Consumer Protection Act does not provide for any other mandatory provisions.