

## General Terms & Conditions of Business

### 1. General/Scope of Terms & Conditions

1.1. These General Terms & Conditions apply to business relations between you, as the Customer, and borisgloger professionals GmbH, Commercial Register number FN 441450t (hereinafter referred to as „borisgloger“). Deviating provisions from the Customer do not apply, even if they have not been contradicted by borisgloger.

1.2. The same applies to the current version of the Privacy Statement for all business relations between the Customer and borisgloger, which is available to download on our website at <https://borisgloger.com/wp-content/uploads/2017/05/Datenschutzerklaerung.pdf>.

### 1.3. The following definitions are used in the General Terms & Conditions (T & C) of Business:

Customer: Any (legal) entity with whom borisgloger concludes a contract or who makes a proposal to borisgloger

Training: Training courses and seminars offered by borisgloger

In-house training: Training which takes place in premises provided by the Customer. The participants are employees of the Customer.

Public training: Training which takes place in premises provided by borisgloger. The dates and venues, in addition to the types of training available, can be viewed on the borisgloger website.

Full-day event: A training session lasting for 8 hours.

Services: Miscellaneous services and consultancy activities provided by borisgloger.

Time sheets: Proof of Performance and records of time

Qualified third party: A third-party commissioned by borisgloger, with the qualifications required to provide services

Working days: Mondays to Fridays, excluding public holidays

Hours of business: 9.00 am - 5.00 pm

1.4. The General Terms & Conditions also apply to all additional contracts connected with it provided borisgloger and a Customer have contractually agreed upon the General T&C.

1.5. The version of the General Terms & Conditions valid at the time the contract is concluded is definitive. The currently valid version is published on the website at <https://www.borisgloger.com/agb/>.

### 2. Concluding the Contract/Restriction on Minimum Number of Participants/Fully Booked Training Sessions

2.1. The Customer can submit bookings for training courses or miscellaneous services with borisgloger in writing by post, fax or e-mail. Bookings made by the Customer are regarded as contract proposals, leading to the conclusion of a contract through borisgloger's acceptance of them.

2.2. If the minimum number of participants required for the respective borisgloger training course or services advertised has not been met, borisgloger is entitled to withdraw from the agreed contract up to and including 10 working days prior to the start of the training course or service.

2.3. If the maximum number of participants for the training course selected by the Customer has already been reached, a proposal for the next available alternative date will be sent to the Customer by borisgloger in writing/by e-mail.

### 3. Training - Types of Training and Scope of Services, Re-booking/ Cancellation by the Customer, Provision of Documents

#### 3.1. Types of training and scope of service

3.1.1. borisgloger provides the following services for public training courses, which are included in the price:

a) Providing the materials and premises required

b) Imparting the contents of the training course in accordance with the description of the training

c) All training documents required in German or English, subject to availability

d) Beverages during breaks as well as lunch for full-day sessions

e) Presentation with a personalised certificate of participation upon completing the training course

All other costs, such as the Customer's costs for travel and accommodation are not included in the price. The costs will only be accepted by borisgloger if this has been expressly agreed with the Customer in writing, on a case-by-case basis, when concluding the contract.

3.1.2. With respect to in-house training courses, the only services included in the price are those which are explicitly agreed between borisgloger and the Customer when concluding the contract.

#### 3.2. Cancellation or re-booking by the Customer

3.2.1. Cancellations or re-bookings must be made in writing (by letter, fax or e-mail).

3.2.2. Receipt of cancellations or re-bookings and hours of business pertaining thereto:

When making a cancellation or re-booking a course, the Customer must take borisgloger's working days into consideration (Monday to Fridays, excluding public holidays) and the hours of business (9.00 am - 5.00 pm).

A cancellation or re-booking made by a Customer on a working day, during business hours, is deemed to have been received by borisgloger on the same day.

If notice of a cancellation or re-booking is sent by a Customer to borisgloger over a weekend, or on a public holiday or outside the hours of business, the cancellation or re-booking is deemed to not have been delivered until the next working day.

### 3.2.3. Re-booking in-house training courses:

The date of an in-house training course can be postponed by the Customer free of charge up to 20 working days prior to the start of the training. After this time, the provisions governing the cancellation of in-house training courses come into effect (see below).

### 3.2.4. Cancelling in-house training courses:

Training courses can be cancelled by a Customer free of charge up to and including 20 working days prior to the start of the training course.

If a training course is cancelled from 19 up to and including 6 working days before it is due to begin, the Customer will be charged a cancellation fee of 60% of the contractually agreed price.

If a training course is cancelled 5 working days or less prior to the start of the training course, a cancellation fee of 100% of the contractually agreed price will be charged.

### 3.2.5. Re-booking public training courses:

Public training courses can be re-booked for another public training course on the same subject once, free of charge. In order to do this, borisgloger must be informed of the Customer's re-booking up to and including 6 working days prior to the start of training and in addition, a public training course provided by borisgloger on the same subject, which has not yet reached the maximum number of participants, must take place within the next 12 weeks.

With re-bookings up 5 working days or less before the start of the training, a re-booking fee is charged of € 180.- incl. 20 % VAT .

### 3.2.6. Cancelling public training courses:

Public training courses can be cancelled free of charge up to and including 10 working days prior to the start of training. After this time, the full training costs will be charged.

## 4. Miscellaneous Services – Placing Orders, Customer Obligations, Reporting, Disruption/Cancellation

4.1. The scope and place of execution of actual diverse services will be contractually agreed between the Customer and borisgloger on a case-by-case basis. borisgloger works to produce reports, analyses, design concepts, plans, etc. without instruction. borisgloger will always choose the most suitable workplace to provide the services.

4.2. borisgloger is entitled to engage a third party, qualified to perform the service, to carry out the duties incumbent upon borisgloger either in part or in full. borisgloger holds sole responsibility for paying the third party. No direct contractual relationship of any kind will exist between the third party and the Customer.

4.3. The Customer must ensure that all conditions during the fulfilment of various services at their place of business permit the work required for the consultancy process to progress as rapidly as possible. In particular, the Customer will provide borisgloger with a workstation (writing desk, chair), as well as internet access (LAN or WLAN) and the electronic access required to the customer documents. The Customer must also fully inform borisgloger through prior consultations and on-going discussions, provided this is relevant for borisgloger or for fulfilling the service contract. The Customer must ensure that all documents required for fulfilment and implementation of the various services are provided to borisgloger in a timely manner even without a special request, and that they are notified of all procedures and processes which are significant with regard to

fulfilling the various services. This also applies to all documents, procedures and circumstances that only become apparent after borisgloger has commenced their work.

4.4. borisgloger will provide reports of its services, those of its employees and where applicable, those of third parties it commissions, with the help of weekly timesheets. These timesheets will be sent by e-mail in PDF format to the person responsible indicated by the Customer at the start of the week following the one in which the service was rendered. If the Customer does not have any issues with the timesheets within 5 working days in writing, the timesheets are automatically considered to have been accepted. Each time the Customer is sent these timesheets, borisgloger will expressly point out that if they fail to issue a written objection to the timesheets within 5 working days of notification, it will be deemed that they recognise all information given on the timesheets.

4.5. The Customer can reschedule the start date on which services are to be provided. If such a request for postponement reaches borisgloger up to and including 10 working days prior to the planned commencement of the service, and the various services agreed must be provided over a period of more than one calendar month, borisgloger is entitled to charge part payment (without providing the service) of 50% for the days of consultancy planned for this calendar month. If provision of the service is interrupted with good cause during fulfilment, at the wishes of the Customer and if the duration of the interruption is longer than one calendar month, borisgloger is entitled to charge part payment (without providing the service) of 50% for the days of consultancy affected by this interruption.

4.6. The Customer can cancel the number of days ordered amounting to at least one calendar month up to 20 working days prior to the start of their planned engagement without incurring a charge. If the cancellation is after this time, borisgloger shall be entitled to compensation of the remuneration originally agreed.

## 5. Liability

5.1. The training courses and miscellaneous services must be carefully prepared and carried out by qualified trainers. borisgloger accepts no liability for ensuring that the training documents and the implementation of the training course or various services rendered are up to date, correct and complete.

5.2. The Customer notes that borisgloger accepts no liability for accidents that occur while the Customer is travelling to and from the seminar venue. A seminar venue is any location at which borisgloger carries out training activities of any kind whatsoever together with the Customer. If the venue is training rooms within a building, the Customer's route begins and ends at the general entrance to the training rooms.

5.3. borisgloger is liable for damages in cases of intent and gross negligence, regardless of the legal basis. However, borisgloger's liability is limited to paying compensation for foreseeable damages, which may typically occur. In cases of simple negligence, borisgloger is only liable for damages resulting from injury to life or breach of a material contractual obligation (an obligation whose fulfilment is a prerequisite for making the correct fulfilment of the contract possible).

5.4. These restrictions on liability do not apply to claims made under the Product Liability Act.



## **6. Prices, Invoicing, Terms and Methods of Payment, Interest on Late Payments**

- 6.1.** All prices and fees are given in euros plus the statutory Value Added Tax. For in-house training courses, the prices and fee structure will be determined on concluding the contract. For public training courses, the pricing information listed on borisgloger's website (<https://borisgloger.com/>) at the time of the Customer's registration is definitive.
- 6.2.** borisgloger is entitled to send invoices to the Customer in electronic format. The Customer declares that it agrees with borisgloger sending invoices in an electronic format.
- 6.3.** The deadlines for paying the costs will be agreed on a case-by-case basis on concluding the contract. The Customer commits to pay the participation fees for any kind of training and miscellaneous services corresponding to the amount agreed in the contract concluded between the parties.
- 6.4.** If the Customer is late with payments, borisgloger is entitled to claim interest at the level prescribed by law.

## **7. Copyright and User Rights**

All third-party logos, images and graphics presented by borisgloger whilst providing a service are the property of their respective owners and are subject to their respective licensor's copyright. All photos, logos, text and accounts used in documents provided by borisgloger may not be reproduced or used in other ways without borisgloger's approval. Customers may only use documents provided by borisgloger in an unaltered form for their own private purposes. All rights are reserved.

## **8. Non-Solicitation Agreement**

- 8.1.** No Customer may make an offer of employment to paid borisgloger employees during the period of the consultancy or training services or for two calendar years subsequent to this.
- 8.2.** If a breach of the non-solicitation agreement occurs, a penalty must be paid of three times the gross monthly salary the employee last received (in cases of variable pay this will be based on the last 12 full calendar months). If the solicitation proves successful, the contractual penalty will be double this amount.

## **9. Data Protection**

The current version of borisgloger's privacy statement is available to download on borisgloger's website (<https://borisgloger.com/wp-content/uploads/2017/05/Datenschutzerklaerung.pdf>) and, as with the General Terms & Conditions of Business, applies to all business relationships between borisgloger and their Customers.

## **10. Choice of Law and Place of Jurisdiction**

- 10.1.** The court objectively responsible for the borisgloger's company headquarters in 1050 Vienna shall hold sole responsibility for ruling on all disputes arising in connection with the business relationship.
- 10.2.** With respect to consumers, the mandatory place of jurisdiction for claims against consumers at the consumer's place of residence remains unaffected.
- 10.3.** Austrian law must apply for all disputes which may arise as a result of this legal relationship, under exclusion of rules governing conflicts of law. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

## **11. Validity of the General Terms & Conditions of Business**

- 11.1.** On concluding a contract with borisgloger professionals GmbH the Customer acknowledges the underlying General T&C. If any provision of these General T&C becomes invalid for any reason whatsoever, the validity of the remaining provisions remains unaffected. Verbal agreements require confirmation in writing to be valid.

valid as of 21. November 2018

