

## **General Terms and Conditions (GTC)**

The General Terms and Conditions (GTC) of FACT Consulting are an integral part of the offer of FACT Consulting and comply with the framework of generally accepted professional principles and professional rules of the management consultancy.

In the event that any provision of the General Terms and Conditions (GTC) is or becomes ineffective, this does not affect the validity of the remaining provisions.

### **§ 1 Scope and extent**

The GTC apply to all offers of FACT Consulting and all orders accepted or executed by FACT Consulting, even if they were not mentioned separately during oral negotiations. Deviations from these conditions are only valid with the express written confirmation of FACT Consulting and apply in this case subsidiary.

Any conditions of the client are hereby explicitly excluded and shall not apply even if FACT Consulting does not object to them again upon conclusion of the contract. They are valid only if and insofar as they are expressly acknowledged in writing by FACT Consulting.

Consultancy contracts to FACT Consulting and other agreements are only legally binding if they are confirmed by the client and signed by the company and mutually commit in writing to the contractually agreed scope.

Basis for the contractually agreed scope is usually the present concept / offer of FACT Consulting, which is also a service description.

The settlement dates announced in the concept can only be adhered to if the client meets his obligation to cooperate to the agreed extent. Delivery delays and cost increases caused by incorrect, incomplete or subsequently changed information and description or missing contributions by the client are not the responsibility of FACT Consulting and can not lead to the delay of FACT Consulting. Resulting additional costs are borne by the client.

### **§ 2 Securing Independence**

The contracting parties commit themselves to mutual loyalty.

The contracting parties mutually undertake to take all precautions which are suitable to prevent the endangerment of the independence of FACT Consulting. This applies in particular to offers of the client on employment.

### **§ 3 Reporting**

FACT Consulting undertakes to report in writing on its work and, if applicable, also that of the project-specific cooperation partners in accordance with the agreed times.

The client receives the final report within a reasonable period of time (at most 2 weeks) after completing the order.

### **§ 4 Protection of intellectual property (copyright / use)**

The client is obliged to ensure that the offers, concepts, reports, analyses, expert reports, organizational plans, programs, descriptions of services, drafts, calculations and the like prepared in the course of the consulting contract of FACT Consulting are only used for the agreed purpose of the contract.

The uncoordinated use of developed content of FACT Consulting for advertising purposes by the client is inadmissible.

FACT Consulting remains a copyright to its services. In view of the fact that the consultancy services provided are the intellectual property of FACT Consulting, the right to use the same applies even after payment of the fee exclusively for the client's own purposes and only to the extent specified in the contract.

Any nonetheless passing on, also in the course of a dissolution of the enterprise or a bankruptcy, but also the short-term release for reproductive purposes, claims for damages. In such a case, full satisfaction is required.

### **§ 5 Remedy of defects, warranty and damages**

FACT Consulting is entitled and obligated to rectify subsequent incorrectness and defects in its consulting services. FACT Consulting undertakes to notify the client without delay.

The customer is entitled to free remedying of defects, provided they are the responsibility of FACT Consulting. This claim expires six months after the performance of the complaint (reporting) by FACT Consulting.

In the case of failure to remedy any defects, the client is entitled to a reduction or, if the service rendered is without interest to the customer as a result of the failure to remedy the defect, the right of conversion.

Any further claims of whatever title whatsoever, in particular those for compensation for direct or indirect damage, consequential or pecuniary damage, loss of profits or loss of interest and damages arising from third-party claims are expressly excluded, unless they were caused intentionally or through gross negligence. Any compensation for damages against FACT Consulting is limited to the amount of our fee for the (respective affected) service.

## **§ 6 Obligation to Secrecy**

FACT Consulting and its partner undertake to maintain confidentiality with respect to all matters arising in connection with their work for the client. This duty of confidentiality applies both to the client and to his business relations. Only the client himself can release FACT Consulting from this secrecy obligation.

FACT Consulting may only provide reports, certificates and other written statements about the results of its activities to third parties with the consent of the client.

The duty of confidentiality also applies to the time after completion of the order.

Exceptions are cases with a legal obligation to provide information.

FACT Consulting is authorized to process personal data entrusted to it within the scope of the purpose of the consulting contract. FACT Consulting guarantees the obligation to maintain data secrecy in accordance with the provisions of the Data Protection Act.

## **§ 7 Fee claim**

In return for providing its consulting services, FACT Consulting is entitled to payment of the agreed fee by the client.

If the execution of the order is prevented after the contract has been signed by the client, then the FACT Consulting nevertheless belongs to the agreed fee.

If the complete execution of the order is not carried out without fault of the client, FACT Consulting is entitled to the part of the fee corresponding to its previous services. This applies in particular if the services provided so far are utilisable.

FACT Consulting can make the completion of its services dependent on the full satisfaction of its fee claims. The complaint of the work of the FACT Consulting entitled, except with obvious deficiencies, not to withholding their due remuneration.

## **§ 8 Prices, taxes and fees**

All prices are in EURO exclusive of VAT. They apply only to this order. The prices quoted are from the place of business or office of FACT Consulting.

For services rendered outside of Vienna, the following is charged:

- Official mileage allowance at the time of service provision per km of driving distance by car
- Other travel expenses (taxis, train, flight, bus, etc.) at cost
- Subsistence expenses

For services rendered in Vienna, no travel expenses will be charged for the route. However, if you order by the hour, the travel time will be charged at EUR 70, - per travel hour.

## **§ 9 Terms of payment**

Unless expressly stated otherwise in the offer, the following terms of payment apply:

Services are generally billed after provision of services or, in the case of a service of several months, per month. The transmission of the invoice can either be done by post or in pdf format by e-mail. Billed invoices are due promptly upon receipt and without deduction.

Compliance with the agreed payment dates is an essential condition for the execution of the delivery or contract fulfillment by FACT Consulting. Non-compliance with the agreed payments entitles FACT Consulting to cease the ongoing work and to withdraw from the contract. All associated costs and the loss of profits are to be borne by the client.

In the event of default of payment late payment interest will be charged in the usual bank amount.

The client is not entitled to withhold payments due to incomplete total delivery, warranty or warranty claims or complaints, or to offset own claims against claims of FACT Consulting.

## **§ 10 Applicable law, place of performance, place of jurisdiction**

For the order, its implementation and the resulting claims Austrian law applies, unless otherwise expressly agreed. Place of fulfillment of performance and jurisdiction is Vienna.