



DIDACTIC NETWORK

Terms and Conditions of

Didactic Network GmbH (hereinafter referred to as DN) **Agency for personnel and corporate development**

DN works together with their clients in a fair partnership. In order to regulate these special and individual types of services, we have established the following Terms and Conditions for agreements and contract formation.

Contract design

The conclusion of contracts between DN and their clients on the services to be rendered by both sides, as well as amendments or supplements thereto, requires the written form. These Terms and Conditions take precedence over any conflicting Terms and Conditions of the clients. As a supplement, the General Terms and Conditions of DN shall apply. These are issued to all clients and are visible on the website under www.didactic-network.com.

Services we offer as part of company-specific work

DN renders services through employees, network partners, or both. The scope, form, topic and objective of our services are stipulated in detail in the respective contract, offer, or order confirmation made between DN and the client. As part of company-specific activities, DN renders services in the entire area of personnel and organisational development in the form of analysis and consulting sessions, interviews, employee surveys, supervision and coaching meetings, concept creation, workshops, seminar preparation, seminar implementation and follow-up work, quality management, and additional tasks that are realised along with the client and are always specifically agreed upon. DN is entitled to make subsequent offers to the client's competitors unless expressly agreed otherwise.

Deadline postponement or cancellation by the client

If the deadline is postponed once, DN offers the client the opportunity to postpone definitively booked project days within a timeframe of 1 month before the event begins, without incurring cancellation fees, but with cooperative and flexible consultation with DN within the current calendar year. If deadlines are repeatedly postponed within the current calendar year, advance payments already made may not be credited and used instead as cancellation fees. If deadlines are repeatedly postponed in the following calendar year, the entire fee will become due for payment along with any ancillary and third-party costs incurred up to the date of cancellation.

If confirmed orders are cancelled, the client must pay the entire fee along with any ancillary and third-party costs incurred up to the date of cancellation, as follows:

Cancellation up to 8 weeks before date of performance: 50% of total costs

Cancellation up to 4 weeks before date of performance: 75% of total costs

Cancellation up to 2 weeks before date of performance: 100% of total costs

Cancellation by Didactic Network GmbH

DN is entitled to cancel a deadline for cause, especially if the speaker is ill, without such cancellation giving rise to claims of recourse. In this case, fees that have already been paid will be refunded or credited to another project date.



Payment

When orders are placed, DN will invoice 30% of the total fee, in accordance with the offer. After performance, DN will invoice 70% of the total fee, in accordance with the offer, plus subsequently agreed additional services and all ancillary costs (according to documented expenses). The Client shall bear the costs for their own travel and meals, as well as ancillary costs for arrangements made for the participants and speaker. Payments are due within next 14 days from date of invoice.

In the event of default, DN is entitled to withhold further deliveries and services and/or deny access to the relevant work until payment of the outstanding amount has been made in full.

SEPA payment transactions

The payment or direct debit will be made in euros within participating SEPA countries. If direct debit has been agreed, DN will authorise the payment recipient through a SEPA direct debit mandate, and will determine the payment deadline in consultation with the payment recipient. DN can demand the refund of the debited amount within eight weeks, beginning with the debit date, without giving reasons. If unauthorised direct debits are made, DN is entitled to a refund within 13 months.

Fees and miscellaneous costs for company-specific activities

The initial contact meeting is free of charge. The fee will be agreed per hour or day (or part thereof) for discussions, analyses, supervision and coaching meetings, preparation and follow-up work to seminars, quality management, and other tasks that are to be realised together with the Client, third parties, or both. Additional costs for work that has been scheduled but not performed by the Client in a timely manner will be invoiced on an hourly basis in accordance with the current price list and the actual expenses incurred. All prices are subject to VAT as applicable at the time of invoicing.

Ensuring the services

The Client acknowledges DN's copyright to works they have created (concepts, work documents, preparatory and follow-up documents, protocols, handbooks, etc.) and will use these only for the purposes intended. All rights to these works are reserved, especially to their duplication, dissemination and translation. No part of these works may be reproduced – or processed, duplicated or disseminated using electronic systems – in any form whatsoever, without the prior written consent of DN. The Client ensures that the works they provide for carrying out the activities do not conflict with any copyrights or other third-party rights. The Client shall continually inform DN before and during the agreed activities about all circumstances that are relevant to the preparation and implementation of the project.

Liability

DN is only liable for intent and gross negligence, on whatever legal ground. This limitation of liability also applies to their vicarious agents and employees. DN is not liable for loss of anticipated profit, loss of savings or indirect and/or consequential damages. DN accepts no liability for the work undertaken with regard to conformity to competition and trademark law. The same applies to its protectability. By accepting the work, the client is entirely responsible for the publication. DN is not liable for any defects and/or consequential damages, resulting from the use of e.g. third-party software.

Data protection

Personal data is only stored for the purpose of processing enquiries and orders and is not disclosed to third parties unless this is required for order fulfilment. In accordance with the German Federal Data Protection Act, only the data that is necessary to fulfil the contract is processed. The client has a right to access information as well as a right to request the correction, blocking or deletion of stored data.



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Confidentiality

DN shall maintain discretion regarding any confidential information they receive during their work, or information that is explicitly identified as confidential during exchanges. This also applies to discretion maintained regarding all commercially relevant transactions of which DN becomes aware through their collaboration with the Client. In accordance with DIN 32575-1 / security level 3, the documents provided to DN will be destroyed, or returned upon request, after the contract has ended.

General provisions

Finding individual provisions of these Terms and Conditions to be invalid does not invalidate the Terms and Conditions as a whole. Changes and additions must be made in writing.

These conditions and their implementation are subject exclusively to German law. To the extent permitted by law, the place of jurisdiction for all claims arising from the contract associated with these Terms and Conditions is Michelstadt (the registered office of the Didactic Network GmbH).

These General Terms and Conditions (GTC) apply to all contracts and agreements made between DN and the client.

Michelstadt, August 2019