

## Scope of Application

- 1.1 These Terms and Condition apply to all consulting and training services provided by Gläser GmbH, hereinafter referred to as "Contractor (CN)", to companies and other legal entities under public law, as well as special public-law funds, hereinafter referred to as "Client (CL)".
- 1.2 The printed terms and conditions for the CN also apply in addition. They are an essential part of the contract.
- 1.3 The present terms and conditions for the CN take precedence over any conflicting general terms and conditions of the CL.

## Subject of the Contract

- 2.1 The CN provides consulting and training services in the field of Technical Cleanliness through employees and/or freelance workers.
- 2.2 The specific scope of services results from the respective contract between CN and CL.
- 2.3 The trainer provides services particularly in the form of consulting and training services.

## Offers and Conclusion of Contract

- 3.1 Offers from the CN are non-binding and without obligation.
- 3.2 A contract is only concluded through written order confirmation from the CL or by the start of service provision by the CN.

## Duties of Cooperation of the CL

- 4.1 The CL is obligated to support the CN in the execution of the order to the best of their ability. This includes, in particular:
  - Timely and complete provision of all relevant information and documents.
  - Designation of a contact person with the appropriate decision-making authority.
  - Granting necessary access to business premises and facilities.
  - Timely information to the CN about all circumstances that may be relevant for the execution of the order.
  - The creation of photos of production processes and operating rooms during the project, which are handled in strict compliance with the applicable privacy policy law.
- 4.2 If the CL does not fulfill their duties of cooperation, the CN is entitled to refuse service provision or to terminate the contract for good cause.
- 4.3 The CL acknowledges the copyright of the CN in the works created by them (training materials, etc.). Reproduction and/or distribution of the aforementioned works by the CL requires the prior written consent of the CN. Recording on audio or video tapes is not permitted.
- 4.4 The CL informs the trainer before and during the agreed training measure about all circumstances relevant to the preparation and execution of the order. A responsible contact person is named by the CL.

- 4.5 If a date for the provision of the service cannot be met by the CN due to force majeure, illness, accident, or other circumstances for which the CN is not responsible, the CN is entitled to reschedule the service to a new agreed date, excluding any liability for damages. If a date cannot be met by the CL, the CN will endeavor to name an alternative date within a year. If this succeeds, only a processing fee of 250€ is to be paid. If no alternative date can be agreed, cancellations within 6 months are subject to 50% and up to 3 months prior 75% of the fee plus costs as per clause 3.
- 4.6 The CL provides the necessary rooms for the training.

## **Compensation and Payment Terms**

- 5.1 The first contact meeting with the consultant/trainer is free of charge.
- 5.2 A daily fee is agreed for each commenced day for meetings, analyses, training preparations, and other tasks to be realized jointly with the client or third parties.
- 5.3 A daily or flat fee is agreed for seminars.
- 5.4 Special fee agreements are made for seminars on weekends and/or public holidays.
- 5.5 Travel and accommodation costs are charged separately as agreed.
- 5.6 All services are subject to the applicable VAT.
- 5.7 Invoices from the CL are due for payment without deduction within 10 days of receipt.
- 5.8 Invoicing occurs after service provision or for longer projects at a monthly interval.
- 5.9 Rights of set-off and retention against due payment claims are excluded.
- 5.10 Additional travel costs incurred as a result of canceling or postponing training courses, e.g. due to cancellations, will be charged to the client.

## **Confidentiality**

- 6.1 The CL commits to treating all information of the CN that becomes known in the course of the order as confidential.
- 6.2 This obligation continues even after the termination of the contractual relationship.

## **General Conditions & Final Provisions**

- 7.1 Should individual provisions of the contract or these General Terms and Conditions for Trainers be or become invalid, the validity of the remaining provisions remains unaffected. The parties will then implement the conditions with an effective replacement provision that comes closest to the purpose of the invalid provision.
- 7.2 The law of the Federal Republic of Germany applies.
- 7.3 The place of jurisdiction is the registered office of the CN.