



## GENERAL TERMS AND CONDITIONS

### I. SCOPE OF APPLICATION

1. These General Terms and Conditions (T&Cs) apply to all business relations between Schulmeister Management Consulting GmbH & Co KG, Schulmeister Management Consulting Linz GmbH, Schulmeister Management Consulting Technik GmbH (the three companies are referred to hereafter as Schulmeister) and the client.
2. Any contradictory, divergent or supplementary terms and conditions will not form part of the contract even if the parties are aware of these, unless the applicability of these is expressly agreed in writing.
3. Austrian law shall be applicable exclusively to these T&Cs and to all legal transactions entered into with Schulmeister, to the exclusion of all non-mandatory regulations and to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.
4. In the event of a legal dispute the competent court in Vienna shall have jurisdiction for Schulmeister Management Consulting GmbH & Co KG and Schulmeister Management Consulting Technik GmbH, and the competent court in Linz shall have jurisdiction for Schulmeister Management Consulting Linz GmbH.

### II. WARRANTY AND COMPENSATION

1. Schulmeister shall endeavour to review information received from applicants but assumes no liability for the accuracy of this.
2. The preliminary selection of applicants who are presented to the client will be made by Schulmeister based on the data provided by the client, with the client liable for the accuracy and completeness of this data, as well as based on the information provided by the applicant. The client shall select the applicant from the candidates presented by Schulmeister.
3. Schulmeister provides no warranty for the accuracy or completeness of the information received from candidates, or for the quality of the work performed by selected candidates in the client's company.
4. Claims for compensation against Schulmeister for slight negligence shall in any case be excluded. In the event of wilful intent or gross negligence, liability shall be excluded for compensation of consequential damages and financial loss, savings not achieved, loss of interest and damage from third-party claims against the client.
5. Schulmeister is liable solely for its own contents on its website. If access to other websites is enabled there via links, Schulmeister shall not be liable for the third-party content contained there. Schulmeister does not make the third-party content part of its own content. Schulmeister undertakes to remove any links to pages without delay once it becomes aware of unlawful content.

### III. PROTECTION OF APPLICANTS

The client undertakes to maintain confidentiality regarding all information on or data related to applicants transmitted or otherwise disclosed to the client by Schulmeister, and specifically not to forward this to third parties. The client further undertakes not to pass applicants presented by Schulmeister onto third parties or otherwise not to play any part in establishing contact between these applicants and third parties. The client further undertakes to inform Schulmeister without delay of the subsequent formation of a contract with an applicant presented by Schulmeister whom the client had originally decided not to accept.

A contractual penalty in the amount of €15,000.00 is agreed for each individual breach of these obligations; this shall not affect claims for compensation and contractual claims of Schulmeister beyond this.

In the event that a contract is formed between the client and an applicant presented by Schulmeister within a period of three years from the presentation or disclosure of the applicant's details to the client, the client expressly acknowledges Schulmeister's part in forming the contract, including in particular if the client rejected the applicant within the scope of the mandate provided to Schulmeister, and this applicant is then placed with the client subsequently by third parties once again, or the contact is established between the client and applicant themselves or through third parties in any way whatsoever. This acknowledgement shall also apply to contracts entered into by the applicant with companies in the client's economic sphere of influence.

### IV. PRIVACY POLICY

Schulmeister undertakes to comply with all relevant points of the GDPR 2018. We do of course take the greatest possible care when handling client and candidate-specific information. The client shall be responsible for data protection with respect to the personal data transmitted by us and for complying accordingly with all relevant provisions of the GDPR 2018.

### V. GUARANTEE

1. Schulmeister states in its quotes that it will resume the personnel search if the employment relationship entered into with the selected applicant ends for any reason whatsoever within a period of 3 months from the work start date. If no applicant that matches the job profile can be presented within a period of 6 months from the notification of the termination of the employment relationship, then 50% of the fee shall be reimbursed. The client must notify Schulmeister of the end of the employment relationship without delay, otherwise the guarantee shall expire.



2. Schulmeister will not charge a separate mediation fee for this new personnel search; any cash outlays incurred, in particular job advertisement costs and other direct costs are not covered by the guarantee and must be borne by the client.
3. If there is a change to the job profile upon which the advertised position is based as part of a replacement for a vacancy – including within the guarantee period – then this shall involve a new mandate and will not be covered by the stated guarantee. No mediation fee will be reimbursed in the event that a replacement for a position is filled by the client itself – including within the guarantee period.
4. Schulmeister will only carry out one free-of-charge personnel search based on a guarantee obligation. The guarantee shall thereby apply to one replacement per search mandate.

#### VI. DIRECT COSTS

1. The direct costs incurred as a result of the personnel search, in particular job advertisement costs, are not included in the agreed mediation fee and will be agreed separately with the client.
2. Schulmeister will commit to avoiding travel cost claims from applicants who are invited to interviews with Schulmeister and/or the client. Nevertheless, if Schulmeister is subject to an obligation to pay travel costs to the interview then these costs shall be borne by the client.

#### VII. PAYMENT TERMS

1. Invoices submitted by Schulmeister shall be due for payment within ten days without deduction.
2. Statutory interest on default shall be charged in accordance with section 1333 sub-section 2 of the Austrian Civil Code (ABGB) in the event that this payment term is not met.
3. All fees stated by Schulmeister are subject to statutory VAT.

#### VIII. GENERAL AGREEMENTS

1. Project termination option: Schulmeister may terminate the personnel search five months after awarding of the mandate if candidates have been presented by this point but no employment contract has yet been formed. In this event only the fee "Upon presentation of the candidates" (first partial invoice) and the costs for the job advertisements shall be due for payment.
2. If no candidate is presented within a reasonable timeframe (maximum of 2 weeks following transmission of the candidate details) as a result of delays for which the client is responsible, and suitable candidates are no longer available as a result of this, then a flat-rate fee in the amount



of the first partial invoice shall be billed in addition, to cover any new search operations that are required due to the delay.

#### IX. MISCELLANEOUS

1. Schulmeister's offer shall form the basis for the service provided by Schulmeister in the first place. Otherwise these General Terms and Conditions shall apply in any case.
2. In the event that individual provisions of the contract with the client, including these General Terms and Conditions, are or become ineffective in whole or in part, then this shall not affect the validity of the remaining provisions. The regulation which is ineffective in whole or in part should be replaced by a regulation, the economic success of which comes as close as possible to the ineffective regulation.

22 November 2018

Schulmeister Management Consulting GmbH  
Schulmeister Management Consulting Linz GmbH  
Schulmeister Management Consulting Technik GmbH