



General Terms and Conditions (GTC)

1 Scope of the general terms and conditions

These general terms and conditions (hereinafter referred to as GTC) apply to the entire business relationship between the customer (hereinafter referred to as the client) and Alexander Plitmann Management Consulting (hereinafter referred to as APMC) for all domestic and international activities.

Provisions in written agreements made with the customer take precedence. Verbal agreements and informations require written confirmation to be effective.

2 Business and personnel consulting, Executive Search und Management Selection

2.1 Scope of services

The scope of services and the procedure of APMC is defined for the specific order in the written offer or in the written order confirmation. The client has the right to all advisory services set out in the written offer or in the written order confirmation and also has the option of upgrading an ongoing order for a fee.

The client also has the right to terminate an ongoing search of staff for internal company reasons at any time. In this case, open fees are settled on the basis of a pro rata temporis regulation.

2.2 Time frame

An estimated time frame for the duration of the consultancy contract is agreed in the offer in order to avoid too long contract periods. It goes without saying that we will try to complete the order as quickly as possible. Should circumstances arise that require an extension of this time frame, this will be renegotiated between the two contracting parties.

2.3 Consultant's Obligations

APMC is obliged to submit a shortlist of candidates that APMC deems suitable based on the agreed specifications. If none of the presented candidates is selected by the client, APMC will continue the search within the agreed financial framework, provided that no significant changes have been made to the position description, the shortlist was processed by the client without delay and the terms of the contract of the vacant position are sufficiently competitive to attract additional candidates.

2.4 Fees, costs

The costs or the fees, in particular fees for the search or selection of personnel, depend on the type and scope of the order, with the definitive costs or the fees being fixed in writing in the offer or in the order confirmation.

All service sections and due dates of the partial fees are recorded in the offer or in the order confirmation. All search fees are calculated on the basis of the customary fee rates for manager searches according to the information provided by the client. If the job profile and / or the annual gross salary or remuneration are significantly changed at a later date, a corresponding subsequent billing will be made. The binding period for offers is generally one month.



2.5 Additional costs

Any costs associated with the search, such as travel costs for applicants and the APMC personnel consultant, as well as other expenses (entertainment costs, etc.) as well as costs for online or print advertisements and / or external research services will be billed additionally.

Unless otherwise agreed in the offer or the order confirmation, the applicable rates according to BGBL No. 483/1993 (abroad) or of the collective agreement for employees in the general trade (domestic) or km money, accommodation costs and other travel / entertainment costs and accommodation expenses according to the respective receipt. The advertising costs for the selected medium are calculated according to the currently valid advertising tariff, Research Services according to the offer.

2.6 Guarantee

APMC grants a guarantee of success in the area of personnel search and selection (Executive Search, Selection), provided that the success of the consultation has not been destroyed for reasons that are not in the sphere of APMC.

The breach of contract by the employer can be that he changes the originally discussed contractual framework significantly, so that responsibilities, reporting lines, location or other framework conditions for the position are also changed.

The duration of the guarantee of success for filling the position is described in detail in the offer or the order confirmation. If the employment relationship is terminated during this time, APMC undertakes to fill the position again without having to charge a new fee.

Only the costs associated with the search, such as advertising costs or travel expenses - see above - will be charged. The guarantee applies per order and position. Any deviations from the guarantee can be found in the offer or the order confirmation.

2.7 Candidates from APMC

Candidate letters sent to the client by APMC remain the property of APMC for two years. Application documents are to be treated confidentially, returned to APMC if not used or destroyed and may not be passed on to third parties.

If an applicant presented by APMC is employed directly by the client or by a company in its sphere of influence or as a freelancer within one year, APMC is entitled to the fee agreed in accordance with the contract.

This regulation also applies in particular in the event that the client, with or without notification of APMC, passes on the documents entrusted to him to friends, so that an employment relationship or employment as a freelancer in a third-party company occurs.

2.8 Exclusion

The APMC Executive Recruiting Services in connection with personnel search and selection are in no way a substitute for the detailed examination of the candidate by the client. When signing an employment contract with a candidate proposed by APMC, the client assumes full responsibility for his choice.



APMC declines all responsibility, both with regard to the statements made by the candidate and with regard to the execution of work that will be entrusted to him in the new employment relationship.

2.9 Confidentiality, Data Protection, Privacy Statement

APMC undertakes to treat all data transmitted to it by the client as well as the consulting results confidentially and to impose corresponding obligations of confidentiality on its employees. Expert opinions and information about applicants are intended exclusively for the client; disclosure to third parties is not permitted.

APMC also assumes that the client does not undertake any verification of their references without the express prior consent of the candidates. The personal data provided to APMC are used solely for the purpose of staffing.

The Austrian law for the protection of privacy gives the candidate the right to information and advice. He can correct his personal data or request their deletion.

APMC and the client are subject to the provisions of the GDPR - in particular with regard to the use, storage, transfer or destruction of personal data after the end of the search project.

<https://eur-lex.europa.eu/legal-content/DE/TXT/PDF/?uri=CELEX:32016R0679&from=EN>

2.10 Exclusivity, Fairness

APMC search orders are generally understood as mandates issued on the basis of exclusivity, to search for our clients up to the filling for the defined position as a sole contracted company.

In return, APMC will not accept any search mandates from other clients with a similar profile during the cooperation phase, unless we have the express consent of our client.

Should a client fill the position independently of us during the above-mentioned period of time, without informing us about this procedure, we will offset the remaining fee portions against the full fee and complete the project.



3 Personnel advertisements and personnel marketing

3.1 Order acceptance

On behalf of and for the account of the customer, APMC takes over the placement of personnel advertisements and other advertising material in the media that have been agreed with the customer in the respective order. The respective valid advertising tariff of the medium applies. It is up to the client to find out about the respective total costs.

APMC is entitled to refuse orders without giving reasons. APMC reserves the right to withdraw from the execution of orders at any time without stating reasons, in particular in the event of default of payment by the client or the existence of legal disputes, including in the case of an annual contract or a business transaction for repeated advertisements. APMC reserves the right to make the acceptance of orders dependent on any advance payment.

If the provision of the service becomes impossible for reasons for which APMC is not responsible (e.g. bankruptcy, liquidation, etc. of the medium, the intermediary media or research agency, etc.), the client has no claim against APMC. Aliquot repayment of fees already paid for the entire term of the contract. In this case, the client has to assert his claims directly against those persons or companies who caused the impossibility of the provision of the service.

3.2 Productions of advertisements

If the client wishes to produce advertising material such as advertisements using his own print documents, he must provide them in good time in the form of transmission required for the respective medium or respective supplier or producer. APMC is not liable for the content or formal correctness of the printed or electronically provided printing materials. APMC is not liable for the print quality, especially not for slight color deviations from an original color template. APMC is not obliged to keep printing documents. Proofs will only be sent to the client at the express request of the client.

If the reply is not received in good time or the sample excerpts are returned with proof of corrections, the approval for printing is deemed to have been granted. Costs incurred as a result of significant changes to the originally agreed execution of advertisements or other advertising media as well as the printed or electronically provided printing materials will be billed to the client.

If an advertisement is designed according to the layout or if the prescribed font size is adhered to and the ordered advertisement size is not sufficient, the full print height must be paid for.

3.3 Contents

APMC is not liable for the accuracy of the content of texts published in advertisements or other advertising media. The client is responsible for ensuring that the advertisement, including all graphics, does not violate any statutory provisions and that it is free from the rights of third parties.

Should APMC be held liable due to such a breach of law or contract caused by the client, the client is obliged to indemnify and hold harmless against APMC. This applies in particular to damage that APMC incurs as a result of violations of competition law, copyright law and personal rights violations caused by the client, in particular for all consequential damage such as advertising costs for counter-statements, the publication of which APMC was ordered by the court, administrative or judicial penalties, compensation under media law, Claims for



damages of whatever kind from the publication of judgments or communications according to the media law, including all court and legal fees.

3.4 Changes, cancellations

A withdrawal or modification of orders is only possible with the consent of the respective medium. The resulting costs will be passed on to the client. Cancellations or changes must be confirmed in writing by the client immediately.

3.5 Exclusion provisions for advertisements

If orders or changes to advertisements or other advertising material are communicated by telephone, APMC is not liable for any hearing defects. APMC is not liable for damage suffered by the client due to the non-appearance of an advertisement on a certain day or due to printing and typesetting errors.

The client agrees to the use of spelling and language of the respective medium. APMC is entitled to make word abbreviations that do not change the meaning of the advertisement.

Placement requests are only binding in the event of a placement surcharge. Notices of defects must be made in writing within eight days of the appearance of the advertisement, otherwise the warranty is excluded. The client is not entitled to a replacement advertisement.

APMC is only liable for deliberate or roughly negligent errors and only up to the amount of the costs of the specific order.

3.6 Copyrights

The existing copyrights and rights of use for the presented concept content (ideas, layouts, headlines, texts, scribbles) remain with APMC. APMC is entitled to have the obligations assumed in the contract fulfilled in whole or in part by third parties.

4. Common provisions

4.1 The invoices issued by APMC are due for payment immediately upon receipt. All transfers are made at the risk of the client and must be made in such a way that the invoice amount is credited to the account specified by APMC no later than eight days after receipt of the invoice. All bank charges are borne by the client without exception.

In the event of default, interest on arrears will be charged immediately at the rate of 8% above the applicable base rate per annum for the entire duration of the delay - see zinsklauseln.oenb.at. In particular, current or further orders from the defaulting debtor can be postponed until the amounts due have been paid. In the event of default, the client undertakes to pay the reminder fees incurred by APMC and all costs incurred in pursuing the claims, cash expenses, whatever the title.

In addition to any court-determined costs, the client must also reimburse all pre-litigation costs of a lawyer or debt collection agency, in particular, however, the costs of the credit protection association of 1870 in accordance with the ordinance of the Federal Ministry for Economic Affairs on the fees of debt collection agencies, Federal Law Gazette No. 141/1996.

Incoming payments are first offset against interest and expenses and lastly against the pure invoice amounts. Invoice complaints must be made in writing



and will only be accepted within eight days of the date of issue of the invoice. Changes in advertising prices also take effect immediately for current orders.

4.2 VAT, Reverse Charge

If the foreign entrepreneur uses the reverse charge, he undertakes to record this turnover in his advance VAT return and to report it to his tax office.

4.3 Severability clause

Any ineffectiveness of individual provisions of these general terms and conditions does not affect the effectiveness and binding nature of the remaining provisions. The ineffective provision is to be replaced by an effective provision that comes closest to its meaning and purpose. The contractual partners are obliged to transfer these provisions to any legal successors.

- 4.4.** The Austrian law applies. The place of performance is Vienna. The locally and materially competent court in Vienna is expressly agreed as the place of jurisdiction for any disputes arising from the contractual relationship.

Vienna, 02.05.2021