



**Steinbeis
Mediation**

General Terms and Conditions of Business

§ 1 Scope of application

1. These general terms and conditions apply to all contracts and services of IKOME® Dr. Barth GmbH & Co. KG (in the future IKOME®), in particular for the implementation of moderation and mediation procedures as well as courses and training of any kind.
2. The scope of application also extends to all future legal relationships with the client.
3. The clients' terms and conditions of business shall only apply if this has been expressly agreed in writing.

§ 2. Subject matter of the contract / scope of services

The object of the contract is the agreed activity, not the achievement of a specific legal or economic success, unless otherwise agreed. The contract is always awarded to IKOME® unless the commissioning of a specific person has been expressly agreed. In all cases, IKOME® is exclusively entitled to the fee.

§ 3 Impartiality/ Legal advice

In the case of mediation procedures, the mediators appointed by IKOME® commit themselves to absolute neutrality and impartiality, and will not give legal advice to individual parties.

§ 4 Duty of confidentiality / individual discussions / correspondence

1. IKOME® undertakes to maintain secrecy regarding all information or business and company secrets of the client that become known to in connection with the assignment. The disclosure to third parties not involved in the execution of the order may only take place with the consent of the client.
2. in the case of mediation or moderation procedures, IKOME® can propose the implementation of individual meetings, whereby each party involved is entitled to a separate meeting of approximately the same duration.

The mediators / moderators may not disclose the information and views gained in individual meetings with one of the participants without the express consent of the other party involved or other persons without the express consent of the other party involved or other persons.

4. if the client is provided with an e-mail address without security measures (encryption), IKOME® is authorised to transfer information to this e-mail address, unless the circumstances directly indicate a risk to the interests of the client or the client objects or revokes his consent to this procedure or otherwise gives or otherwise discloses a change in the communication data.

§ 5 Liability, limitation of liability to 100,000 euros

1. irrespective of the legal grounds, IKOME® is liable to the client for damage caused by the client or its employees caused intentionally or through gross negligence.
2. the liability of IKOME® from the contractual relationship between the client and IKOME® for compensation for damage caused by simple negligence is excluded. Negligence is hereby limited to 100,000 EURO. For intent and gross negligence negligence, the legal liability remains unaffected.

§ 6 Fees and Expenses / Terms of Payment / Offsetting

1. All fees shall become due upon invoicing and shall be payable immediately without deductions. Payment instructions as well as cheques and bills of exchange shall only be accepted subject to the charging of all collection and discount charges and shall only be deemed to only be considered as fulfilment of the payment claim if the amount is honoured and is available to IKOME® without restrictions.
2. offsetting against claims from IKOME® is only permitted with undisputed or legally established claims.
3. offer and invoice amounts are always net plus VAT at the statutory rate.

§ 7 Cancellation/ Right of withdrawal/ Cancellation of events

1. In the case of agreed events, seminars, training courses, moderations or mediations, cancellation is possible at any time up to 4 weeks before the agreed date at any time. From 4 weeks before the agreed date, the full amount is due. This amount must also be paid in the event of non-attendance. The client is at liberty to name a substitute. In this case there will be no additional costs.

2. if IKOME® events are cancelled due to organisational reasons or other important unforeseeable reasons (e.g. force majeure, sudden illness of the person carrying out the event), payments already made will be refunded in full. Further liability and compensation claims are excluded.

§ 8 Reservation of right to change

IKOME® is entitled to make necessary changes or deviations to the content, methods and organisation before or during the event, as long as these do not significantly change the overall character of the announced event. IKOME® is entitled to replace the planned speakers, moderators and mediators with others who are equally qualified with regard to the task.

§ 9 Miscellaneous

1. All contractual relations between the parties shall be governed exclusively by the laws of the Federal Republic of Germany.

2. Amendments or supplements to these terms and conditions must be made in writing and must be expressly marked as such. This also applies to this provision.

3. Prior to legal disputes, an attempt should be made to resolve the conflict amicably within the framework of a mediation procedure. In this case, any time limits shall be extended in accordance with the duration of such proceedings. The parties do not waive any other rights to which they are otherwise entitled.

4. For all disputes arising from these General Terms and Conditions, the place of jurisdiction shall be determined exclusively according to the registered office of IKOME®, unless another place of jurisdiction is prescribed by law.

§ 10 Severability clause

Should one of the provisions of these GTC be or become invalid, this shall not affect the validity of the remaining provisions.

The contracting parties shall retroactively replace such invalid provisions with another provision that comes as close as possible to them in terms of economic result.