General Terms and Conditions (GTC)

§ 1 Information about the Provider / Contracting Party

The contracting party is:

Britta Tyschak
Kemminghauser Str. 17
44339 Dortmund
(hereinafter referred to as the “Provider”)

§ 2 Scope of Application

2.1
These General Terms and Conditions (“GTC”) shall apply to all contracts concluded between the provider and entrepreneurs.

2.2
For the purposes of these GTC, an “entrepreneur” shall mean any natural or legal person, or partnership with legal capacity, who, when entering into a legal transaction, acts in the exercise of their trade, business, or independent professional activity within the meaning of Sections 14 and 310(1) of the German Civil Code (BGB).

2.3
Entrepreneurs shall hereinafter be referred to as the “Customer”.

2.4
These GTC shall apply exclusively. Any conflicting or deviating terms and conditions of the Customer shall not be accepted unless expressly agreed to in writing by the provider. These GTC shall also apply if the provider performs services without reservation despite being aware of conflicting or deviating terms of the Customer.

§ 3 Subject Matter of the Contract

3.1
The subject matter of the contract shall be defined in the individual agreement and may include, inter alia: consulting services, development of storyboards or course outlines, storyboard reviews, prototype development and review, and course development.

3.2
Where the services consist of the creation of specific deliverables (including storyboard development, prototype development, and course development), the contract shall

constitute a contract for work and services (Werkvertrag). The provisions of Sections 631 et seq. BGB shall apply in addition to these GTC.

3.3
Where the subject matter of the contract is consulting services, the contract shall constitute a service contract (Dienstvertrag).

§ 4 Offers and Conclusion of Contract

4.1
All offers made by the provider are non-binding and subject to change. Information provided on the website or online does not constitute a legally binding offer.

4.2
Orders placed by the Customer shall constitute a binding offer to enter into a contract. The provider may accept such offer within seven (7) working days of receipt.

4.3
Acceptance by the provider must be made in text form (e.g. email).

§ 5 Provision of Services

5.1
The provider shall create e-learning content in accordance with the Customer's instructions and based on the agreed specifications.

5.2
All content shall be based on materials and information provided by the Customer. The Customer shall be solely responsible for their accuracy, completeness, and timeliness.

5.3
Services shall be performed in accordance with the current state of the art.

5.4
The provider shall not be liable for the functionality of the e-learning within the Customer's internal IT environment.

5.5
The provider may use third-party software and shall not be liable for defects arising therefrom.

5.6
The provider shall be entitled to perform services in part.

§ 6 Delivery

6.1
Delivery shall be effected by uploading the e-learning content to the Customer's Learning Management System (LMS).

6.2
Delivery dates shall be agreed individually.

6.3
Compliance with deadlines requires timely cooperation by the Customer.

§ 7 Customer Cooperation Obligations

7.1
The Customer shall actively support the project at all stages.

7.2
The Customer shall provide all necessary materials and appoint a qualified contact person authorized to make binding decisions.

7.3
Failure to cooperate may result in delays and shall not affect the provider's rights.

§ 8 Changes to Services

8.1
The Customer may request changes to the agreed services.

8.2
Where changes are material, the provider shall assess additional costs and timelines. If no agreement is reached, the provider may reject the request.

8.3
Additional remuneration shall not be payable where the Customer is not responsible for the change.

8.4
All changes must be agreed in writing prior to implementation.

§ 9 Acceptance

9.1
The provider shall deliver the completed work for acceptance.

9.2
The Customer shall inspect and accept the work within ten (10) working days; otherwise, acceptance shall be deemed given.

9.3
In the event of defects, the Customer shall provide a defect list. The provider shall remedy such defects within a reasonable period.

9.4
Acceptance shall be documented in writing.

9.5
Risk shall pass to the Customer upon acceptance.

§ 10 Remuneration and Payment

10.1
The Customer shall pay the agreed remuneration.

10.2
All prices are exclusive of VAT.

10.3
Unless otherwise agreed:

50% upon approval of the concept
50% upon final delivery and acceptance

§ 11 Termination

In the event of termination by the Customer pursuant to Section 648 BGB, the provider shall be entitled to the agreed remuneration, subject to statutory provisions.

§ 12 Rights of Use

12.1
Rights of use shall be granted upon full payment.

12.2
Use is limited to the Customer and affiliated companies; sublicensing requires prior written consent.

12.3
Rights apply to the work as a whole unless otherwise agreed.

12.4
Any modification requires the provider's consent.

12.5
The provider may use the work for its own purposes (e.g. portfolio), subject to Customer approval where required.

12.6
The provider warrants it holds the necessary rights.

§ 13 Warranty

13.1
Statutory warranty provisions shall apply.

13.2
The limitation period shall be one (1) year, except in cases of personal injury, intent, or gross negligence.

§ 14 Customer Responsibility for Content

The Customer shall ensure that provided materials do not infringe third-party rights and shall indemnify the provider against any claims.

§ 15 Liability

15.1
Unlimited liability for intent, gross negligence, and personal injury.

15.2
In cases of slight negligence, liability shall be limited to foreseeable damage.

15.3
Statutory product liability remains unaffected.

15.4
This limitation applies to employees and agents.

§ 16 Consulting Services

Consulting services shall not establish an employment relationship. The provider may also work for other clients.

§ 17 Confidentiality

Both parties shall treat all confidential information as strictly confidential, including beyond the term of the contract, subject to customary exceptions.

§ 18 Jurisdiction and Place of Performance

The registered office of the provider shall be the place of jurisdiction and performance, where legally permissible.

§ 19 Applicable Law

19.1
German law shall apply.

19.2
The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

19.3
If any provision is invalid, the remainder of the contract shall remain unaffected.