

**General Terms & Conditions
of BLM Dr. Bernd Liebmann
Marketing- and Business Consulting**

I. Scope

1. The owner of BLM Marketing and Business Consulting is Mr Dr. Bernd Liebmann (hereinafter: „Consultant“). The General Terms & Conditions are valid for all agreements, confirmed and concluded by the Consultant during his professional tasks.
2. Supplements to this agreement or other different conditions are only valid, if signed by the Consultant in written form.

II. Subject

1. The Consultant is responsible for the planning, creation and execution of Marketing activities as well as Public Relations programs for his Clients and will provide all necessary consulting services in conjunction with those activities.
2. The volume of all agreed services will be fixed within the contract with the Client.

III. Conclusion

1. Offerings of the Consultant are without obligation and do not bind him to any order acceptance.
2. The agreement with the Client can be concluded in verbal or written form.

IV. Remuneration

1. The Consultant has the right to receive a suitable remuneration for every effort taken. The remuneration has to cover Consulting duties. Travel expenses, payments for research and photographers and cash expenditures for copies, stamps and others have to be covered in addition. The Consultant has the right to charge 15% commission to all third party expenditures in addition to his Clients.
2. The remuneration as well as all additional costs have to be paid even if the execution of orders have not been fulfilled – no matter the reason. The Consultant has also the right to pause his fulfillments in case of not fully covered payments.
3. The Consultant has the right to charge a deposit up to 50 % of the total volume in advance. The advance payment (deposit) is valid within 14 days after receiving an acknowledgement. All other services will be charged after execution by the Consultant.
4. Remuneration and prices will always be added with the valid Value Added Taxes. Invoices are payable within 14 days upon receipt without any discount.
5. The Consultant has the right to charge interests for delay in the amount of 1 % per month.
6. The Client has no right to hold payments back or to charge something against his obligations.
7. Remuneration and prices are due to our tariffs. As long as nothing else is agreed, the following rules will take place (due to the actual valid versions):
 - Rules for calculation and prices of Business Consultants (published by the „Fachverband Unternehmensberatung und Datenverarbeitung“);
 - Rules for calculation and remunerations of Public-Relations-Consultants (published by the “Fachverband Werbung und Marktkommunikation”);
 - Rules for calculation Event Marketing, (published by the „Fachverband Werbung und Marktkommunikation“).

V. Presentations

1. The Consultant can charge an adequate payment for presentations to cover all efforts and additional expenditures. As long as the consultant will not achieve an order due to a presentation all his services will remain his own property - particularly presentation papers and record and any content. The Client has no right to use the services of the Consultant. All documents and papers have to be sent back to the Consultant immediately.
2. If the Consultant wins an order due to the presentation, he will include the payment for the presentation into the following remunerations or fees.
3. All presented ideas and content which will not be used within the agreement, can be re-applied and used by the Consultant.
4. The transfer and usage of content for publishing, copying, distribution or other realization is only permitted on behalf of a written confirmation of the Consultant.

VI. Collaboration

1. The Client will deliver all necessary information and grant all rights to the Consultant. He will also inform the Consultant about the available budget. The Client is committed to enable and to prepare a fast accomplishment of the order.
2. The Consultant is responsible to take care of meeting his Clients interests and demands and deliver all related information. The approved budget can only be exceeded after written confirmation of the Client.
3. The Consultant has the right, to appoint an employed person or a self-employed partner to execute parts or the whole of the project.
4. All services, drafts and ideas have to be approved by the Client within three days. In case of delay the approvals are understood as given and confirmed.
5. The Client accepts to be mentioned as a reference Client by the Consultant.

VII. Warranties and Liabilities

1. The Consultant is obliged to fulfill all tasks in best and correct manner. He is only liable for losses in case of intention or gross negligence. The Consultant is not liable for the achievements of the Clients purpose or goals.
2. The Client is liable for all correct and relevant information about every project. Every claim for refund or compensation has to be met by the Client himself only. He is the only one responsible party and has to cover all relevant costs. In no case the Consultant has to meet any claims and the Client has to defend, indemnify and hold the Consultant harmless in respect of legal proceedings and claims liabilities resulting from other parties.
3. Any claim has to be brought within six months after the cause of action arises, otherwise every claim is barred.

VIII. Performance Protection / Copyright and Intellectual Property

1. The Client understands that every service executed and product delivered from the Consultant remains as an intellectual property of the Consultant. The Client has to recognize all copyrights and other rights of the Consultant.
2. The Client can only gain the right to use the Consultants services, projects and tasks after full payment of the remuneration for the scope, volume and time agreed. Therefor the Consultant will grant the Client all necessary rights.
3. The Consultant has the right to claim for compensation of damages in case the Client does not use the services due to the agreement or general terms and conditions. Thereby the Client has to meet all obligations.

IX. Duration and Termination

1. The inception of the agreement starts with the receipt of a written or verbal confirmation for an indefinite time.
2. Every party can terminate the agreement under subject to a term of three months.
3. In case of important reasons both parties have the right to terminate the agreement on a written form without any cancellation period.

X. Miscellaneous

1. The Clients grants the Consultant the right to use, record and distribute his personal contact data and the right to transfer this data to third parties for usage and execution of the projects
2. The place of fulfillment is Vienna.
3. All matters will be governed by the laws of Austria and by the laws and courts of the city of Vienna.
4. If any of the provisions of these Terms are held by a court to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms, so that they will remain in full force and effect.

XI. Data Protection

1. The Consultant takes care about all laws (e.g. GDPR / EU-DSGVO, 2018 / DSG / TKG, 2003 / PDPO, Hongkong) to protect the personal data of ist clients. All activities and communications comply with the new European Union (EU) regulations and fulfills all their requirements.
2. The Clients have the right to receive detailed information about the personal data, which are stored, processed and maintained, within two months after receiving Clients requirement. Clients are also allowed to ask the consultant to update, correct, change, transfer, delete or erase its personal data, as long as Consultant does not need them to fulfill Clients inquiries.
3. Responsible for all issues around Data Protection (EU-DSGVO) is the Consultant: Dr. Bernd Liebmann, Klopstockgasse 7, AT-8020 Graz, Austria / EU, E-Mail: office@blmarketing.info