

# GENERAL TERMS AND CONDITIONS

## SKILLBEST GMBH

VERSION: 10. OCTOBER 2026

NON-BINDING TRANSLATION OF THE GERMAN ORIGINAL („ALLGEMEINE GESCHÄFTSBEDINGUNGEN SKILLBEST GMBH“). IN CASE OF DISCREPANCY, THE GERMAN VERSION PREVAILS.

### §1. SCOPE AND CONCLUSION OF CONTRACT

These terms and conditions apply to all legal transactions between the Client and skillbest GmbH ("Contractor") relating to the services listed in Section 2, as well as to all other contractual relationships between the parties. The Client's own terms and conditions are expressly excluded.

Orders are only binding if confirmed by the Contractor in writing or by e-mail. Offers are non-binding.

### §2. SERVICES

The subject of an order may in particular include: consulting and implementation in the field of e-learning and training concepts, creation of communication and marketing measures, development of digital learning environments and platforms, AI-supported training and simulation formats (see Section 6), website and technical services, as well as related ancillary services as set out in the offer or order confirmation.

The basis for implementation is the specification document approved by the Client. Subsequent change requests are invoiced according to actual effort. In the case of agile project implementation, billing is based throughout on actual effort at the agreed daily rates.

### §3. COOPERATION AND ACCEPTANCE

The Client shall provide the information, documents, and test data required for the performance of services in good time and in full. Delays or additional costs resulting from incomplete or subsequently amended information are not the Contractor's responsibility.

An individually created work is deemed accepted if the Client does not report documented, reproducible defects in writing within two weeks of delivery, or at the latest upon use in live operation. Immaterial defects do not entitle the Client to refuse acceptance.

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The Client confirms that all content and materials it provides (e.g. images, texts, data) are in its own possession and do not infringe any third-party rights; it is responsible for verifying their legal admissibility, in particular under copyright, trademark, and competition law. In cases of slight negligence, the Contractor is not liable for the legal admissibility of content specified by the Client.

#### **§4. PRICES AND PAYMENT**

All prices are quoted in euros, exclusive of VAT, and apply as set out in the offer or order confirmation. For orders comprising several units, the Contractor is entitled to make partial deliveries and issue partial invoices.

Invoices are due upon receipt without deduction, unless otherwise agreed. In the event of late payment, the Contractor is entitled to charge default interest and to suspend ongoing work. Delivered works remain the property of the Contractor until payment has been made in full.

For continuing obligations, an annual price adjustment is made based on the producer price index for business-related services.

The Client is not entitled to withhold payment on account of incomplete delivery or warranty or defect claims.

#### **§5. COPYRIGHT AND USAGE RIGHTS**

All copyrights in the services provided (concepts, programs, documentation, etc.) belong to the Contractor or its licensors. Upon full payment, the Client receives a right of use within the agreed scope for its own purposes; any transfer, distribution, or modification by the Client or third parties requires the Contractor's consent.

Source code, its documentation, and raw data are not part of the contractual scope unless separately agreed in writing.

#### **§6. USE OF ARTIFICIAL INTELLIGENCE**

In providing its services, the Contractor uses artificial intelligence (AI), in particular for creating AI-supported training and simulation formats and for supporting concept development and content creation.

Content created or supported by AI is reviewed professionally prior to delivery; no guarantee is given for the complete accuracy, completeness, or currency of AI-generated content. Liability for damages arising from AI-generated content is governed by Section 9.

Content and data provided by the Client are processed exclusively for the performance of the contract and are not used to train or fine-tune third-party AI models, unless expressly agreed otherwise in writing.

Where end users (e.g. learners) interact with an AI system as part of the delivered solutions, the Client shall take the measures required to comply with statutory transparency obligations (in particular under the EU AI Act), unless otherwise agreed contractually. The Client confirms that any content it provides that is processed by AI is free of third-party rights; Section 3 applies accordingly.

## **§7. DATA PROTECTION AND CONFIDENTIALITY**

The Contractor processes personal data exclusively within the scope of the GDPR and only to the extent required for the performance of the contract. Disclosure to third parties shall only take place where legally required or necessary for the provision of services.

Both parties undertake to treat as confidential any business and trade secrets that become known to them in the course of the cooperation.

## **§8. WARRANTY**

Notices of defect are only valid if they relate to reproducible defects and are submitted in writing, documented, within two weeks of delivery or acceptance. In the case of a justified warranty claim, remedy takes precedence over a price reduction or rescission.

Warranty claims lapse six months after handover. The warranty does not apply in cases of improper use or subsequent modifications made by the Client or third parties commissioned by the Client.

## **§9. LIABILITY**

The Contractor is liable for demonstrably culpable damages only in cases of gross negligence; this applies accordingly to third parties engaged by the Contractor. The Contractor's liability for personal injury is unlimited.

Liability for indirect damages - in particular loss of profit, data loss, or damages resulting from business interruption - is excluded. Claims for damages lapse at the latest one year after the damage and the liable party become known.

## **§10. LOYALTY AND NON-SOLICITATION**

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The parties undertake to act with mutual loyalty. They shall refrain from soliciting or engaging - including through third parties - employees of the other party who were involved in carrying out the order, both during the term of the contract and for twelve months thereafter. In the event of a breach, liquidated damages equal to one year's salary of the employee concerned shall be payable.

## §11. WITHDRAWAL, TERMINATION, CONTINUING OBLIGATIONS

If the Contractor is solely at fault and a reasonable grace period has expired without result, the Client is entitled to withdraw from the contract. Force majeure and comparable circumstances beyond the Contractor's control release it from its obligation to perform; deadlines shall be rescheduled in such cases.

If it becomes apparent that performance of the order is factually or legally impossible, the Contractor must notify the Client without delay. If the Client does not create the conditions for possible performance within a reasonable period, the Contractor is entitled to withdraw from the order; costs and expenses already incurred must be reimbursed by the Client.

Cancellation by the Client requires the Contractor's written consent. If the Contractor agrees, it is entitled to charge a cancellation fee of 30% of the as-yet-uninvoiced order value, in addition to services already rendered and costs already incurred.

For continuing obligations, unless otherwise agreed, a notice period of three months to the end of a quarter applies; notice of termination must be given in writing.

## §12. FINAL PROVISIONS

Austrian law applies, excluding its conflict-of-law rules, even where the order is carried out abroad. The courts having subject-matter jurisdiction at the Contractor's registered seat in Graz shall have exclusive jurisdiction over any disputes.

Should individual provisions of these terms and conditions be or become invalid, the remainder shall remain unaffected; the parties shall agree on a provision that comes as close as possible to the invalid one.

For consumers within the meaning of the Austrian Consumer Protection Act (KSchG), these provisions apply only to the extent that the KSchG does not mandatorily provide otherwise.