



General terms and conditions

APureMind | Professional Training and Coaching

I. Subject matter and scope

The following General Terms and Conditions apply to all consulting contracts and other services of APureMind | Professional Training and Coaching. These GTC are an integral part of every concluded contract, unless otherwise agreed in detail. They shall also apply to future business relations with the customer, without the need for their renewed express agreement.

Deviating terms and conditions of the customer as well as amendments and supplements to these GTC shall only be valid if agreed in writing.

II. Contents of the order

The customer gives APureMind an informal consulting order. APureMind accepts the order with the order confirmation by APureMind, in which the task, the procedure and other details of the order processing as well as the remuneration are regulated.

Changes and additions to the order must also be confirmed.

The customer assures APureMind that he will support APureMind to the best of his ability in the spirit of a trustful cooperation and that he will create all necessary conditions for the proper execution of the order in his business sphere; in particular, he will provide all documents and information necessary and important for the execution of the order in good time.

III Copyright and right of use, ownership

The ideas, drafts, concepts and elaborations produced by APureMind are protected by copyright; they may therefore not be used or processed beyond the purpose of the contract without the consent of APureMind.

The rights and ownership to the work results of APureMind shall not pass to the customer until the order has been paid in full.

IV. Confidentiality; exclusion of competition

APureMind undertakes not to disclose any confidential facts of which it becomes aware during the execution of the contract.

V. Remuneration

Unless a fixed fee has been agreed, APureMind will charge the customer based on the daily rates applicable at the time. Depending on the agreement, additional costs such as travel costs, expenses, etc. will be charged. Value added tax will be charged additionally. Invoices are due immediately upon receipt without deduction and are payable within 10 days at the latest. A set-off with counterclaims or the assertion of a right of retention is only permissible in the case of undisputed and legally established claims.

VI. external costs

External and incidental costs of APureMind will be reimbursed separately upon presentation of proof. This shall also apply to expenses incurred by the involvement of expert third parties if this has been agreed.



VII. Performance of services

The services of APureMind are rendered when the necessary consulting and coaching sessions have been performed and a summary, including conclusions and recommendations have been compiled. It is irrelevant whether or when the conclusions or recommendations are implemented.

If a deadline for APureMind to provide the service cannot be met due to force majeure, illness, accident or other circumstances for which APureMind is not responsible, APureMind shall be entitled, to the exclusion of any liability for damages, to make up for the service on a new date to be agreed on.

If the customer is unable to meet a fixed agreed date or is in default of acceptance of the services, the following shall apply: In the event of cancellations up to 4 calendar weeks prior to the agreed date for the commencement or performance of the service, only actually incurred third-party costs shall be invoiced. For cancellations up to 2 calendar weeks prior to the agreed date, 50% of the fee will be charged, thereafter 100% plus any third-party costs incurred.

VIII. Liability

APureMind shall only be liable for damages caused by slight negligence up to the amount of the order. The sum of the claims of all claimants arising from a uniform performance is to be understood as the case of damage. APureMind shall not be liable for unforeseeable, contract-untypical damages, even in case of slight negligence. If the customer expressly wishes a higher insurance by a liability insurer, he shall bear the costs of the higher insurance in this case, if such insurance is to be obtained.

If APureMind is held liable by third parties for omission or damages etc. due to the design and / or content of the work result, the customer exempts APureMind from liability.

IX. Final provisions

Place of performance for performance and payment as well as place of jurisdiction for all disputes between the contracting parties is Munich. In principle, the law of the Federal Republic of Germany shall apply.

Should individual provisions of these GTC be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions of the contractual relationship. In this case, the parties agree to replace the invalid provision with a valid one that achieves its intended economic purpose as far as possible.

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