General Terms and Conditions

Med-STA GmbH · German source version: April 2026

English translation prepared 1 November 2026. This translation preserves the German source wording and does not constitute a revision of the terms.

§ 1 Scope

These General Terms and Conditions apply to all business relationships between Med-STA GmbH (hereinafter “Med-STA”) and its contracting parties. In particular, this includes:

- Simulation training, emergency response training and continuing education events
- Workshops and consulting services, particularly in Lean Healthcare and process improvement
- Digital services such as livestreams or online formats
- Open seminars and continuing education events with individual registration

Any differing or supplementary agreements must be made in writing. Conflicting terms and conditions of the contracting party do not become part of the contract unless expressly accepted in writing.

Definitions: In these terms, “Client” refers to institutional or business contracting parties (B2B). “Participant” refers to individuals who register for open events. Where provisions apply to both, the term “Contracting Party” is used.

§ 2 Formation of the contract

2.1 Commissioned services (B2B)

A contract is concluded by:

- Written acceptance of an offer from Med-STA;
- Booking through electronic systems, such as the website; or
- Written order confirmation by Med-STA.

2.2 Open seminars (individual registration)

Registration for open seminars takes place online at https://www.med-sta.at or in writing. Registration is binding. By registering, the Participant accepts these terms. Registrations are considered in the order received. Where registration is made online, the Participant may object within 14 days after receiving acceptance from Med-STA.

§ 3 Scope of services

The specific scope of services is determined by the relevant offer, service description, order confirmation or seminar description.

Unless expressly agreed otherwise, the services include, in particular:

- Planning, preparation and delivery of the agreed training, workshops or consulting services
- Provision of qualified trainers or consultants
- Provision of necessary training and learning materials

The services do not include, in particular:

- Provision of premises, infrastructure or IT systems at the Client’s site
- Organisation of participants on site
- Services beyond the agreed scope

Additional services are charged separately.

§ 4 Client cooperation obligations

The Client must ensure that all conditions necessary for proper delivery of the services are met. In particular, this includes:

- Providing suitable premises and infrastructure
- Ensuring that the intended participants attend
- Providing relevant information in good time
- Complying with safety requirements

If the Client fails to meet these obligations and the services consequently cannot be delivered, or can be delivered only to a limited extent, the services are nevertheless deemed to have been delivered in accordance with the contract.

§ 5 Dates and delivery

Agreed dates are binding.

For good cause, particularly illness, force majeure or unforeseen events, Med-STA may reschedule dates or arrange for equivalent replacement trainers to deliver the services.

§ 6 Prices and payment terms

6.1 Commissioned services (B2B)

Unless stated otherwise, all prices exclude statutory VAT. Invoices are payable in full within 14 days of the invoice date.

In the event of late payment, Med-STA may:

- Charge statutory interest on late payments
- Claim payment reminder charges
- Suspend further services until outstanding amounts have been paid

Med-STA reserves the right to require advance payments or payments by instalments.

6.2 Open seminars (individual registration)

Unless stated otherwise, seminar fees include 20% VAT. The fee is stated in the detailed description of the relevant seminar on the website or in the individual offer letter.

Registration becomes definitive only when the invoiced amount has been paid.

§ 7 Travel and incidental expenses

Unless agreed otherwise, travel time and travel costs are included in the quoted flat rates. Any additional expenses are charged separately.

§ 8 Cancellation and withdrawal

Cancellations must be made in writing, by letter or email.

8.1 Commissioned services (B2B): standard training of up to one day

Period before the scheduled date	Cancellation fee
Up to 6 weeks before the date	No charge
6 to 3 weeks before the date	30% of the contract amount
3 to 1 week before the date	70% of the contract amount
Less than 1 week / non-attendance	100% of the contract amount

8.2 Commissioned services (B2B): multi-day training, projects and tailored services

Period before the scheduled date	Cancellation fee
Up to 8 weeks before the date	No charge
8 to 4 weeks before the date	30% of the contract amount
4 to 2 weeks before the date	50% of the contract amount
Less than 2 weeks before the date	100% of the contract amount

8.3 Open seminars (individual registration)

Where registration is made online, the Participant has a 14-day right to object after receiving acceptance from Med-STA. Once this period has expired, the following cancellation terms apply:

Period before the scheduled date	Cancellation fee
Up to 6 weeks before the seminar begins	No charge
6 to 3 weeks before the seminar begins	15% of the seminar fee
3 to 1 week before the seminar begins	70% of the seminar fee
Less than 1 week / non-attendance	100% of the seminar fee

8.4 Special provisions for individual Participants

Illness on the seminar date: On presentation of a medical certificate, the amount paid is credited towards a future Med-STA continuing education event. This credit is valid for one year.

Replacement Participant: The Participant may nominate a replacement. In that case, no cancellation fee is payable.

8.5 General provision

Services already delivered and costs already incurred are charged in addition.

§ 9 Rescheduling by the Client

The Client may reschedule once:

- Up to 6 weeks before the date: no charge
- 6 to 2 weeks before the date: 20% compensation for expenses
- Less than 2 weeks before the date: 50% compensation for expenses

Rescheduling within 7 days before the date is treated as cancellation.

§ 10 Cancellation by Med-STA

Med-STA may cancel services and events, or change their date or location, for good cause, particularly insufficient participant numbers, illness of a speaker or force majeure. In that case:

- An alternative date is offered; or
- Fees already paid are refunded.

No further claims arise unless there has been intentional misconduct or gross negligence. If a Participant cannot attend because of a change of location or date, the fee is refunded.

§ 11 Liability

Med-STA has unlimited liability for damage caused by intentional misconduct or gross negligence.

In cases of slight negligence, Med-STA is liable only for a breach of essential contractual obligations. In that case, liability is limited to the damage that is typically foreseeable and, at most, to the contract value.

Essential contractual obligations are obligations whose fulfilment makes proper performance of the contract possible in the first place and on whose fulfilment the Contracting Party may ordinarily rely.

Liability for loss of profit, indirect damage or consequential damage is excluded.

Participants attend training and events at their own responsibility. Med-STA is not liable if a Participant suffers an accident or loss during an event or while travelling to or from the venue, for example loss of personal belongings or soiling of clothing.

§ 12 Video, audio and simulation recordings

Audio and video recordings are made during simulation training for training and analysis purposes.

Participation requires Participants to sign an appropriate consent declaration before the training begins. The following applies:

- The recordings are used primarily for analysis during the training (debriefing).
- Recordings are published or shared only on the basis of express consent.

Participants may consent to or object to further use, for example for scientific purposes or marketing:

- If consent is not given, the relevant recordings are deleted immediately after the event ends.

- If consent is given, selected recordings may be used for marketing and communications by Med-STA and the Client.

Recordings are selected in a manner that respects Participants' personality rights.

Note: Participants may not take photographs, film or make audio recordings during events without Med-STA's express permission.

§ 13 Data protection

Personal data are processed in accordance with the applicable data protection rules, in particular the General Data Protection Regulation (GDPR).

Personal data are processed exclusively to deliver and administer the contractually agreed services (Article 6(1)(b) GDPR).

Data are disclosed to third parties only where necessary to perform the contract or where required by law.

Retention periods depend on statutory retention obligations and the duration of the business relationship.

Data subjects have rights of access, rectification, erasure and restriction of processing, and the right to object to processing of their data.

For questions about data protection, please contact office@med-sta.at.

§ 14 Copyright

All documents, concepts, content and materials provided as part of the services are protected by copyright.

Reproduction, disclosure or use beyond the agreed purpose is not permitted without Med-STA's express consent.

Learning materials may not be reproduced in any form without Med-STA's permission. All data, graphics and other works on Med-STA's website are provided solely for personal information and are protected by copyright.

§ 15 Consulting and advisory services

For consulting services, Med-STA is obliged to deliver the agreed services professionally, but does not owe a specific financial or operational result.

Recommendations and analyses are prepared to the best of our knowledge and on the basis of the information supplied. The Client alone is responsible for implementing recommended measures.

§ 16 Rules of conduct at events

Participants must comply with the house rules and safety regulations of the facilities where events take place. Participants are asked to limit mobile phone use during training to the absolute minimum necessary.

§ 17 Governing law and jurisdiction

Austrian law applies, excluding its conflict-of-law rules.

The court in Graz with jurisdiction over the subject matter is the agreed place of jurisdiction.

§ 18 Severability

If any provision of these terms is or becomes wholly or partly invalid, the validity of the remaining provisions is unaffected. The invalid provision is replaced by a provision that comes closest to its economic purpose.

§ 19 Valid version

The currently valid version of these terms is available for download or viewing at https://www.med-sta.at.

Graz, April 2026

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