GENERAL TERMS AND CONDITIONS FOR THE SALE OF SERVICES OF DR. BOYSEN MANAGEMENT + CONSULTING GMBH

Dr. Boysen Management + Consulting GmbH

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1 Scope of application

The following General Terms and Conditions apply to all legal transactions between Managementberatungsgesellschaft Dr Boysen Management + Consulting GmbH - hereinafter referred to as the 'Service Provider' - and its clients - hereinafter referred to as the 'Client'.

Insofar as individual contractual provisions exist which deviate from or contradict the provisions of these General Terms and Conditions, the individual contractual provisions shall take precedence.

2 Type of contract and subject matter of the contract

2.1 The contracting parties agree service contracts with each other. An employment contract is not intended by either party and is not established by the business relationship. The Service Provider shall be responsible for the social security contributions of all involved vicarious agents and representatives.

2.2 The Service Provider is also free to work for other clients.

2.3 The contracting parties shall agree the details of the co-operation in a separate, individual agreement.

3 Conclusion of the contract

3.1 The contractual relationship for the services shall come into existence through the placing of an order by the client and its acceptance by the service provider (order confirmation).

3.2 The subject matter of the contract and the exact task specification are defined in the written order.

4 Duration and cancellation of the contract

4.1 The contract begins and ends at the individually agreed times.

4.2 If no fixed term and/or no deviating cancellation period has been contractually agreed, the contract can be terminated by either party with a notice period of 4 weeks to the end of the quarter.

4.3 The possibility of cancellation without notice for good cause remains unaffected. The service provider shall be deemed to have good cause for termination in particular if

- if the client is in arrears with the payment of the remuneration due or, when due, in part with a due part of at least 15% of the agreed total remuneration or, in the case of a recurring remuneration calculated in periods of no more than three months, with two payments due and an amount exceeding one payment, and fails to make the payments after expiry of a reasonable grace period set by the service provider under threat of termination, or

- if the client becomes insolvent after the conclusion of the contract or was already insolvent at the time the contract was concluded, unless the service provider was aware of the latter at the time the contract was concluded.

5 Scope of services and obligations of the contractual partners

5.1 The services to be provided by the Service Provider shall include the tasks defined by the Client in the agreed individual legal order (see paragraph 3.2).

5.2 The service provider shall inform the client of the progress of the results at periodic intervals to be agreed. The contracting parties may agree in the contract a schedule for the provision of services and a planned end date for the completed realisation of the services.

5.3 The Client undertakes to support the Service Provider to the best of its knowledge and belief in the provision of the respective services by providing information, advice and experience.

5.4 The service provider shall provide the resources and personnel required for the provision of services, unless otherwise agreed in individual contracts.

5.5 Each of the contracting parties may request changes to the agreed scope of services from the other contracting party in writing. Upon receipt of a change request, the recipient shall check whether and under what conditions the change is feasible and shall immediately inform the applicant of the approval or rejection and give reasons. If a change request from the Client requires an extensive review, the Service Provider may charge for the review effort for this after prior notification if the Client insists on the review of the change request.

5.6 If an amendment to the existing contract is to be agreed, the contracting parties shall set out in writing in an amendment agreement the contractual adjustments to the agreed conditions and services required for a review and/or an amendment.

6 Prices and terms of payment

6.1 The services provided shall be invoiced monthly at the fixed price specified in the individual contract after completion of the fulfilment phase, upon reaching certain contractually defined processing statuses or if remuneration is agreed on a time and expense basis, unless otherwise agreed in the contract.

6.2 If a performance-related fee component is agreed in the contract, its amount shall be based on the degree of target achievement specified and agreed in the contract.

6.3 The Client and the Service Provider may also agree advance payment and cash transactions (step by step), in particular if the Client's company is in economic crisis.

6.4 It is expressly agreed for all delivered services that the Client may only use the results for itself and for third parties once the Service Provider's invoices have been settled in full (NDA).

6.5 Estimated prices quoted for services on a time and expense basis, in particular in cost estimates, are non-binding unless otherwise contractually agreed. The quantities on which an estimate is based are based on an assessment of the scope of services carried out to the best of our knowledge. The Client shall be informed immediately by the Service Provider if it is foreseeable that the estimated price will be exceeded.

6.6 Value added tax shall be invoiced at the rate applicable at the time the service is rendered.

6.7 Invoices are payable on receipt without deduction.

7 Liability

7.1 The Service Provider shall only be liable for any damages incurred by the Client in connection with the fulfilment of the contract due to poor performance, delay, impossibility, etc., subject to the following Sections 7.2 and 7.3

- in the event of malice, intent or gross negligence, or

- for culpable injury to life, limb or health.

7.2 In addition, the Service Provider shall be liable for culpable breach of material contractual obligations. In this case, however, its liability for simple negligence shall be limited to the reasonably foreseeable (typical contractual) damage at the time of conclusion of the contract.

7.3 The Service Provider shall be liable at most for damages that are recognised and covered by its financial loss liability insurance. The Client may request higher insurance cover when concluding the contract, the costs of which shall be borne by the Client.

7.3 The above provisions under clauses 7.1 to 7.3 shall apply to the same extent to the Service Provider's vicarious agents and assistants.

8 Applicable law and place of jurisdiction

8.1 The business relationship between the parties shall be governed by German law to the exclusion of German private international law.

8.2 The place of jurisdiction for all legal cases arising from the contract(s) concluded shall be Koblenz, unless the client is a consumer.

Dr Boysen Management + Consulting GmbH

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