GENERAL TERMS AND CONDITIONS OF PURCHASE 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 the management consultancy Dr. Boysen Management + Consulting GmbH - hereinafter referred to as the 'Client' - and its suppliers and service partners - hereinafter referred to as the 'Service Provider'.

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, within the framework of which the service provider works independently and is not subject to any individual instructions from the client. An employment contract is not intended by either party and is not established by the business relationship. The Service Provider shall be responsible for its own social security.

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

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

3 Conclusion of the contract

3.1 The contractual relationship for the services is established by the placement 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 Contract duration and cancellation

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 Termination without notice for good cause is possible. 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 due payments 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 conclusion of the contract or was already insolvent when the contract was concluded, unless the service provider was aware of the latter when 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 contract (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 Contractor requires an extensive review, the review costs for this may be charged by the Client after prior notification if the Service Provider insists on reviewing 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 Service providers shall provide and charge for their services on the basis of proof of results at the fixed price or performance-related fee specified in the individual contract.

6.2 The proof of results shall be confirmed in writing by the client of the Principal.

6.3 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.

6.4 A necessary condition for the entitlement of service providers to payments from the client is payment by the client to the principal. If the Client only pays the Principal in part, the claim to payment by the Principal to the Service Provider shall be reduced proportionally, provided that the Principal is not at fault for the Client's non-payment.

6.5 Depending on the contractual agreement, payments shall be due monthly with a payment term of 30 days net to upon completion of the fulfilment phase, upon reaching certain contractually defined processing statuses or if remuneration is agreed on a time and expense basis, unless a different due date is agreed in the contract.

6.6 Any reservation of title and right of use for services delivered by the Service Provider to the Client is expressly excluded.

6.7 Value added tax shall be invoiced at the rate applicable at the time the service is provided.

7 Liability

7.1 For any damage incurred by the Service Provider in connection with the fulfilment of the contract, the Client shall only be liable, subject to Clauses 7.2 and 7.3 below, in the following cases

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

- culpable injury to life, limb or health.

7.2 In addition, the Client 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 damage (typical for the contract) at the time the contract was concluded.

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.

Dr Boysen Management + Consulting GmbH

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