

General Terms and Conditions of DLS Consulting, Jürgen Schipper

§ 1 Scope of Application

(1) These Terms and Conditions (T&C) apply to all contracts between the Contractor (DLS Consulting, Jürgen Schipper) and the Client regarding consulting services, support in contract negotiations, brokerage services, and other assignments, unless otherwise expressly agreed in writing or required by law.

(2) These Terms and Conditions apply exclusively. Any conflicting, deviating, or additional terms and conditions of the Client shall not be recognized unless the Contractor has agreed to their validity in writing. The Contractor's Terms and Conditions shall also apply if the Contractor executes the assignment without reservation while being aware of conflicting or deviating terms and conditions of the Client.

(3) Any additional or deviating agreements regarding these General Terms and Conditions must be set forth in writing.

(4) Rights to which the Contractor is entitled under statutory provisions beyond these General Terms and Conditions remain unaffected.

§ 2 Contractual Relationship, Scope of the Order

(1) Offers are subject to change and non-binding. The Contractor reserves all property rights and copyrights to all offer documents.

(2) The scope of the order is the agreed-upon service, not a specific result, unless otherwise agreed in writing. The Contractor is entitled to engage competent subcontractors to perform the order, provided that the Contractor remains directly liable to the Client at all times.

(3) The Contractor is obligated to accommodate the Client's requests for changes, provided this is reasonable, particularly with regard to effort and scheduling. To the extent that changes result in additional expenses for the Contractor, these shall be compensated additionally. The additional compensation shall be based on the contractual agreements; in the absence of such agreements, it shall be based on the Contractor's current rates for compensation and expenses. Any deadlines agreed upon between the Client and the Contractor shall be postponed to a reasonable extent.

§ 3 Provision of Information by the Contractor

(1) Information provided by the Contractor over the phone is not binding until it has been confirmed in writing by the Contractor.

(2) If the Contractor is required to present the results of its work in writing, only the written presentation shall be authoritative. Verbal statements and information provided by legal representatives, vicarious agents, and employees of the Contractor are always non-binding.

§ 4 Client's Duty to Cooperate

(1) The Client shall, without being asked, provide the Contractor with the documents necessary for the performance of the contract in a timely manner and shall inform the Contractor of all processes and circumstances that may be relevant to this. This also applies to documents, processes, and circumstances that become known only during the course of the Contractor's work.

(2) The Client shall provide all necessary installations, such as hardware, software, networks, etc., suitable premises, and other necessary work equipment to enable the Contractor to perform the service properly.

(3) Unless otherwise required by the nature of the assignment, the Contractor shall have no obligation to verify the accuracy and completeness of documents or information.

§ 5 Remuneration

(1) Unless otherwise agreed in writing, the Contractor's remuneration shall be calculated based on the time spent on the assignment or agreed in writing as a lump-sum price. Unless otherwise agreed in writing, the Contractor is also entitled to reimbursement of his expenses.

(2) The Contractor may demand reasonable advances on remuneration and reimbursement of expenses and may make the delivery of its services contingent upon the full satisfaction of its claims.

(3) Where billing is based on time spent, the Contractor's current rates for remuneration and expenses shall apply, unless otherwise agreed in writing.

(4) Value-added tax shall be charged additionally. Remuneration becomes due upon issuance of the invoice and is payable immediately without deductions. Multiple clients are jointly and severally liable.

(5) Offsetting against the Contractor's claims for payment and reimbursement of expenses is permitted only with respect to claims that are undisputed or have been finally and conclusively determined.

§ 6 Liability

(1) The Contractor, its legal representatives, and vicarious agents shall be liable for damages of any kind only in cases of intentional misconduct or gross negligence, with the exception of liability for damages resulting from culpable injury to life, limb, or health.

Furthermore, in the event of a culpable breach of material contractual obligations arising from the nature of the contract and essential to the achievement of the contract's purpose, the liability of the Contractor, its legal representatives, and vicarious agents is limited to compensation for typical and foreseeable damages. Otherwise, liability is excluded.

(2) A single claim for damages pursuant to paragraph 1 also applies to a single instance of damage resulting from multiple breaches of duty. An individual claim for damages encompasses all consequences of a breach of duty, regardless of whether damages arose in one or in several consecutive years. In this context, multiple acts or omissions based on the same or a similar source of error shall be deemed a single breach of duty if the matters in question are legally or economically related to one another.

§ 7 Confidentiality and Data Protection

(1) The Contractor is obligated, in accordance with applicable laws, to maintain confidentiality regarding all facts that come to its knowledge in connection with its work for the Client, whether such facts pertain to the Client itself or its business relationships, unless the Client releases the Contractor from this obligation of confidentiality.

(2) The Contractor may only provide reports, expert opinions, and other written statements regarding the results of its work to third parties with the Client's consent. However, the Contractor is authorized to process data entrusted to it within the scope of the Client's intended purpose or to have such data processed by third parties.

§ 8 Copyrights

(1) The Client warrants that the reports, documents, plans, drafts, drawings, schedules, and calculations produced by the Contractor within the scope of the contract will be used solely for the contractually agreed purposes and will not be published or reproduced without the Contractor's consent in each individual case.

(2) To the extent that work results are eligible for intellectual property protection, the right to use and exploit them remains with the Contractor.

§ 9 Termination

(1) Unless otherwise agreed in writing, the Contractor and the Client may terminate the contract at any time.

(2) Terminations must be in writing to be effective.

§ 10 Return of Documents

(1) Upon completion of an assignment, the Client may require the Contractor to return the documents provided to him.

(2) The Contractor may make and retain copies or photocopies of the documents he returns to the Client.

§ 11 Place of Jurisdiction, Severability Clause, Governing Law

(1) The exclusive place of jurisdiction for all disputes arising from the contractual relationship is the Contractor's place of business. The Contractor is also entitled to bring an action at the Client's place of business or at any other permissible place of jurisdiction.

(2) Should any provision of these General Terms and Conditions become invalid, this shall not affect the validity of the remaining provisions.

(3) German law applies to the contract, its performance, and any claims arising therefrom.