

General Business Terms and Terms of Payment

§1 Scope of Operation

Our General Business Terms (GBT) shall be valid for the overall business operations with our customers, hereinafter referred to as the "clients". General Business Terms shall be accepted automatically by our clients through placing of orders. They shall be valid for the duration of the business relationship.

§2 Placing of Orders and Services

1. The basis of the business relationship is the relevant Consulting Agreement, or a written client's order sent to us, which defines the scope of the service and the compensation.
2. A client can place an order in the following forms: by telephone, post, fax or e-mail.

We also accept informal orders. After receiving the order the customer receives an order confirmation. With this confirmation the order is deemed to be accepted, and the Consulting Agreement to be implemented. This order confirmation shall be authoritative for the delivery date.

3. In case of a special requirement, we shall consult external consultants, we have come to know thanks to a long-term cooperation with them. In such cases an ongoing business relationship between us and the client shall still exist, unless otherwise agreed.
4. Both parties shall confirm updates and amendments to offers and orders in writing, so that they shall constitute, as an additional agreement, the integral part of the contractual relationship between us and the client.

§3 Prices

Prices of our services do not include the legally stipulated value-added tax, which currently stands at 19%.

§4 Payment and Due Date

1. Our request for payment of the contracted prices shall commence at the inception of placing the order.
All our services that we have not explicitly expressed in the contracted price, are secondary services, which shall be paid separately.

2. Furthermore, the client shall be deemed to be in arrears even without our warning, if it fails to effect payment within 14 days after the due date and receipt of invoice. In this case we shall be authorized to claim default interest in the amount of the statutory interest rate.
3. The client shall be authorised to set off or to bail the equivalent receivables only if they have been finally established and undoubtful. For the non-equivalent receivables the right to bail the receivables from the same contractual relationship shall be limited.

§5 Dates and Terms of Delivery

1. Delivery dates can only be approximate dates or possible terms, stated to the best of our knowledge and belief. It is in our best interest to execute our services upon receipt of the order within the agreed time.
2. Failure to comply with the term authorises the client to request its rights it is legally entitled to, only after it has duly determined the extension of time for us.

§6 Client's Obligations

The client shall make available to us all the documents, information and materials that are necessary for the execution of orders.

§7 Confidentiality Clause

We shall keep all operative, business and private events we have become aware of within the scope of our consulting services confidential. This duty of confidentiality applies equally to our employees. This duty of confidentiality shall continue after the termination of the agreement, and can only be revoked by the client in writing. Therefore, we shall be obliged to safeguard the documents which have been provided to us for the purposes of consulting services carefully and to protect them from the insight of third parties. We shall not return any document, paper, etc., submitted by the client.

§8 Limitation of liability

1. We shall not be held liable for any kind of damage which is due to force majeure (e.g., electricity black-outs, natural disasters and interruptions in traffic), due to network or server errors, noise on the line and disturbances in transfer, viruses or interferences on the postal path.

The client shall be responsible for the final check of all transferred or sent data.

2. Furthermore, we shall not be held liable for any kind of damage to the client's hardware and software, caused by unintentional sending of documents via e-mail, that have become infected with a virus.
3. We undertake to perform the works entrusted to us with the professional and economic diligence to the best of our knowledge and belief. However, we shall not be held responsible if the success of a measure proposed by us falls behind the client's expectations.
4. We shall not be held liable for the damages and consequences of damages, if the principal or the third party changes or falsifies materials, papers or information provided to us.
5. Our liability shall be limited to the intent or gross negligence, as well as the breach of cardinal obligations.

§9 Complaints

1. If the client does not inform us within 14 days from the execution of an order about the possible existence of serious shortcomings, the order shall be deemed to be final.
2. If the client disputes the overall service, this complaint must be substantiated by the third party by a serious opposing expert opinion, based on arguments.
3. If this results in a complaint, an opportunity for a subsequent correction shall be provided to us. If this subsequent correction demonstrably has not been successful, the client is entitled to a reduction or conversion. In any case, the liability is limited to a compensation in the amount of the relevant order. We shall accept no responsibility based on the infringement of copyright or the claims of third parties.
4. If we unduly exceed the time for delivery – the individually contracted delivery date as an orientation value applies here – and are unable to comply with the appropriate subsequent deadline the client announces in writing, the client shall be entitled to terminate the contract.

§10 Severability Clause

If a provision of the General Business Terms is or becomes invalid, the remaining provisions shall not be affected. Instead of the invalid provisions, the regulation shall become effective, which is, within the legal admissibility, the closest to the will and interests of both parties.

§11 Governing Law

Exclusively the German Law shall be applied to the legal relationship between the client and us.

§12 Place of Execution and Competent Court

12.1 The place of execution is the seat of our consulting company in the city of Düren.

As the competent court for all disputes between our client and us, direct or indirect, the court in the city of Düren where the local seat of our company is located is agreed.