

General Terms and Conditions for Services of qualitas-pro GmbH

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1. Scope:

The following general terms and conditions apply to all legal transactions of the management consultancy qualitas-pro GmbH (hereinafter referred to as Service Provider) with its contractual partner (hereinafter referred to as Client).

Should any individual contractual provisions exist that deviate from or contradict the provisions of the general terms and conditions, the individual contractual provisions shall take precedence.

2. Subject matter of the Agreement

2.1. The parties agree to cooperate in accordance with the specific individual contractual agreement. An employment contract is not intended by the parties and none shall be established.

2.2. The Service Provider shall itself be liable for any levies, social security or taxes and shall indemnify the Client against all obligations.

2.3. The Service Provider is also free to act on behalf of other clients.

3. Conclusion of the contract

3.1. The contractual relationship for the services shall be established when the Client places a customer order (acceptance of the offer made by the Service Provider) and this is confirmed by the Service Provider.

3.2. The subject matter of the contract or the exact task specification is described in the written order.

4. Contract term and termination

- 4.1. The contract shall commence and end at the individually agreed time, or after fulfilment of the individually rendered service.
- 4.2. Ongoing contracts may be terminated at any time by written notice of termination from the Client, requiring no specific form, subject to eight weeks' notice if required by essential operational reasons on the part of the Client.
- 4.3. Contracts may be terminated without notice at any time by either party if one party breaches material contractual obligations. In this case, a cancellation rule / compensation rule pursuant to clause 6.1 shall take effect.

5. Scope of services, duties of the contractual partners

- 5.1. The regular services to be provided by the Service Provider include the tasks set out in detail pursuant to the order placed by the Client.
- 5.2. The Service Provider shall periodically inform the Client of the results of its activities. The contracting parties may agree a timetable for the provision of services and a planned end date for the termination of services as part of the Agreement.
- 5.3. If the Service Provider is actually unable to perform a service due under the Agreement, it shall immediately inform the Client accordingly.
- 5.4. To the best of their knowledge and belief, each party is obliged to support the other contractual partner in the performance of the respective obligation by providing information, data or experience in order to ensure a smooth and efficient workflow for both parties.

6. Cancellation policy

- 6.1. Unless otherwise contractually agreed, cancellations of orders or partial orders (consulting, development projects etc.) by the Client are possible up to 30 days before the agreed start of the order for a cancellation fee of 15% of the agreed fee.

In other cases, the following cancellation fees shall be incurred:

- Less than 30 days, 50% cancellation fee plus disbursements
- Less than 14 days, 75% cancellation fee plus disbursements
- Less than seven days or non-appearance on binding agreed dates or at telephone conferences, 100% cancellation fee plus disbursements

- 6.2. In the event of violations of the contractual agreements or delays on the part of the Client or the non-observance or cancellation of projects or project components, the Service Provider is entitled to claim the above-mentioned cancellation fees for compensation costs and/or to withdraw from the order at its own discretion.

7. Liability

- 7.1. In fulfilling the order, the Service Provider shall act in accordance with the recognised principles of professional practice. It shall be liable for damages only in the event that intent or gross negligence can be proven and within the framework of the statutory provisions. This shall also apply to breaches of obligations by enlisted third parties.
- 7.2. The claim for damages may only be asserted in court within six months of the claimant(s) becoming aware of the damage, but no later than three years after the event giving rise to the claim.
- 7.3. If the work is carried out with the involvement of a third party such as a lawyer and the Client is informed of this, any warranty and liability claims against the third party arising under the law and the conditions of the third party shall be deemed to have been assigned to the Client.

8. Confidentiality obligation

- 8.1. The Service Provider, its employees and any persons involved undertake to maintain secrecy with regard to all matters which come to their attention in connection with their work for the Client. This duty of confidentiality applies to the Client as well as to its business relations.
- 8.2. The duty of confidentiality of the Service Provider, its employees and enlisted third parties shall also apply to the time after completion of the order. Exceptions are cases in which there is a legal obligation to provide information.
- 8.3. Only the Client itself, but not its vicarious agents, may release the Service Provider from this obligation of confidentiality in writing.
- 8.4. The Service Provider may only hand over reports, expert opinions and other written statements on the results of its work to third parties with the consent of the Client. However, the Service Provider is entitled to publish anonymous reports about its activities for the Client.
- 8.5. The Service Provider is authorised to process personal data entrusted to it within the scope of the purposes of the order or to have such data processed by third parties.

9. Prices and payment terms

- 9.1. The services shall be due and invoiced at the fixed price specified in the individual contract on completion, or monthly if remuneration has been agreed on a time basis, unless another invoicing method has been agreed in the contract.
- 9.2. Estimated prices quoted for services on a time basis, in particular in cost estimates, are non-binding. The quantity estimates on which an estimate is based derive from an evaluation of the scope of services performed to the best of one's knowledge and belief.
- 9.3. All prices are net prices, plus statutory value added tax. Customers outside Germany are exempt from VAT upon presentation of a valid VAT ID.
- 9.4. In addition to its claim to remuneration, the Service Provider is also entitled to reimbursement of its disbursements. Travel times are charged at 50% of the underlying daily rate.
- 9.5. The Service Provider may demand 50% of the total amount of the order before or after the start of the ordered contractual performance as partial or advance payment to secure the order (provision of resources, etc.). In the case of extensive consulting assignments, the Service Provider may demand reasonable instalments (usually monthly) or regular advances on fees and reimbursement of expenses.
- 9.6. Fees, partial payments and reimbursement of expenses are payable immediately seven days after invoicing without deduction. Objections to the correctness of the invoice must be raised in writing within two weeks of receipt, but do not entitle the customer to postpone or refuse payment.
- 9.7. In case of payment default, the Service Provider shall not charge any fees for a payment reminder (seven days after receipt of invoice), and €5 for the first warning letter (14 days after receipt of invoice). In the event of non-payment, a collection procedure will be initiated after a further seven days (21 days after receipt of invoice) without further notice. Interest on arrears shall also be due.
- 9.8. If the invoice amount is not received within 30 days of the invoice date, the Service Provider is entitled to charge default interest in accordance with §288 German Civil Code (BGB).

10. Electronic invoicing

- 10.1. The Client is also entitled to send invoices and reminders to the Principal in electronic form. In this case, the Client hereby declares its agreement with electronic service by the Contractor. Postal delivery is possible for a handling fee.

11. Disbursements

- 11.1. Disbursements are defined as additional expenses (operating expenses) from self-employment. The Client undertakes to reimburse these costs up to an amount for which (documentary) evidence can be provided.
- 11.2. In addition to travel expenses and incidental travel expenses, additional overnight and catering costs may be incurred outside the place of business of the Service Provider or outside the travel departure point of the consultant (e.g. home office). Flat rates for domestic travel can be agreed upon request. Accommodation and catering costs as well as costs for trips abroad are generally charged on a time-and-material basis.
- 11.3. Travel expenses include expenses for flights. Up to three flight hours: Economy class. More than three flight hours: Economy Plus/Premium. Use of rental cars (including insurance), car journeys (€0.30/km), train (1st class), public transport (S/U-Bahn, tram, bus, taxi) and ferry transfer at cost.
- 11.4. Additional travel expenses include disbursements for refuelling rental cars, parking fees, road user charges (tolls) as well as fees for luggage storage and transit and expenses for city tax and rebooking and cancellation fees. In individual cases, costs of telephone calls, fax transmission, Internet use, postage and dispatch will also be invoiced after prior consultation with the Client.
- 11.5. Accommodation costs include expenses for accommodation in a hotel (category: 4 stars, measured by German standard).

12. Severability clause

Should individual provisions of these general terms and conditions be invalid or void, this shall not affect the validity of the remaining provisions. The contracting parties shall replace the invalid or void provisions by such valid provisions that most closely resemble the purpose of the order intended by the parties.

13. Default and force majeure

- 13.1. If the Service Provider is in default in fulfilling its obligations, the Client may withdraw from the Agreement on expiry of a reasonable grace period set for the Service Provider if the agreed services have not been rendered by the end of the grace period. Default damages cannot be asserted without prejudice to liability in case of fault.
- 13.2. Events of force majeure (e.g. environmental disasters, illness, accident) entitle the Service Provider to postpone the fulfilment of its obligations for the duration of the impairment and for a reasonable run-on period.

This also applies in the case of personal impairment of employees and specialists entrusted with individual projects.

14. Place of Jurisdiction

The business relationship between the parties shall be governed exclusively by German law.

If the Client has no general place of jurisdiction in Germany or in another EU member state, the exclusive place of jurisdiction for all disputes arising from this contract shall be our place of business.

Lübeck, 13 June 2019

Qualitas-pro GmbH