

General Terms and Conditions of Consultancy

§ 1 Scope

The following conditions apply between the Consultant (Kürschner Consulting) and his client to all orders about consulting-, planning and organization work as well as similar services, unless something else is agreed upon in writing.

§ 2 Subject

Subject of the contract are the agreed service activities performed by the Consultant or his representatives according to principles of proper professional practice during the period agreed on.

§ 3 Scope of services

The task, the proceeding and the type of the working documents to be delivered are defined in written agreements between the contracting parties. Any amendments, additions or extensions of the task, the proceeding and the type of working papers require a special agreement in writing.

§ 4 Special obligations of the Consultant

The Consultant is committed to treat information about operation and business secrets of the client confidentially.

§ 5 Cooperation duties of the client

The client commits himself to support the activities of the Consultant. In particular, the client provides free of charge all prerequisites in the area of his operations- and business sphere which are required for the proper execution of the order. It is among these prerequisites that the client

- provides the Consultant with necessary workrooms and sufficient working material,
- gives him access to the information necessary for his activities at any time ,
- provides him with all necessary records on time,
- appoints a contact person for the Consultant available during business hours – a person which is entitled to give statements which are necessary as an inter-decision in the context of the continuation of the order.

The client is responsible that the reports, organization charts, drafts, designs, records, plans and computations produced by the Consultant are solely used for the client's own purposes. If copyrights have arisen at the work results of the Consultant, these remain with the Consultant.

§ 6 Liability and compensation

The Consultant is liable for damages caused by him deliberately or in culpable negligence - for which legal reason ever - once up to the amount of the compensation package, at the most, however, altogether up to € 50,000.00. A further-reaching or continuing liability is excluded. A special regulation applies to the product 'velocity consulting'.

§ 7 Force Majeure

Events of a Force Majeure which essentially impede and/or make the achievement impossible for the Consultant entitle him to postpone the fulfillment of his obligations for the duration of the hindrance and for an appropriate start-up period.

§ 8 Mora accipiendi

If the client comes into delay with the acceptance of the services or omits or delays a cooperation being incumbent on him according to § 5 or in other respects, the Consultant can claim the remuneration agreed on for the services not rendered subsequently, without being obliged to an after-performance.

The Consultant's claims on substitute of arisen extra-expenditures remain untouched.

§ 9 Contractual period and notice

The contract ends with expiry of the period agreed on. It can, however, be terminated before in writing with a term of 4 weeks if operational reasons of the client require this. In this case, the remuneration of the Consultant will be settled as follows:

The full remuneration is to be paid for the services rendered by the Consultant until the end of the contract. Concerning the services not to be rendered any more due to the premature termination, the remuneration will be discontinued to the extent the Consultant saves charges and expenses by it and/or has obtained income by other use of the resources set free or has omitted maliciously utilizing these resources to create other income.

§ 10 Fees, additional charges, maturities

The remuneration for the services of the Consultant has to be calculated according to the times spent by the Consultant for his respective activities, incl. travel times, unless something else is agreed on in special cases.

The maturities are to be agreed on separately. All invoices are to be paid immediately and without deduction.

Fees and other amounts billed for (e.g. travelling costs, expenses, additional charges etc.) exclude VAT which is to be indicated as such and charged according to the legislation. The client is not entitled to a balancing or retention of the invoice.

§ 11 Other

After successful completion of a project Consultant may use Client's company name and company logo for publication on Consultant's list of references.

The contract shall be governed exclusively by the laws of the Federal Republic of Germany. If any provision or part of any provision of these general conditions of consultancy are found by a court or other competent authority to be void or unenforceable, the remaining provisions or parts of provisions shall continue to have full force and effect.

The parties agree to replace the ineffective provisions by provisions that are economically equivalent.

Amendments and completions of the contract require written form and must be explicitly indicated as such.

Place of jurisdiction for both parties is the headquarters seat of the Consultant.