
GENERAL TERMS AND CONDITIONS (GTC)

of the 'small business Wolfgang Gramer | GRAMER CONSULTING

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1. General

1.1 The following general terms and conditions (GTC) are part of every contract and regulate the use of the services of the small company Wolfgang Gramer (hereinafter referred to as GRAMER CONSULTING) by the client (hereinafter referred to as the client). Sales, delivery and performance are only carried out under the following conditions. Deviations from this contract are only effective if they have been agreed in writing.

1.2 Deviations from the General Terms and Conditions must be made in writing. General terms and conditions of contractual partners are not part of the contract. General terms and conditions of the client that contradict the General Terms and Conditions of GRAMER CONSULTING are not valid unless they have been recognized in writing by GRAMER CONSULTING.

1.3 GRAMER CONSULTING is a 'small business' in the sense of § 19 UstG (German law) and is therefore not subject to sales tax. All prices are to be assessed as gross, i.e. H. no sales tax is added to them. As a result, the client cannot deduct any input tax.

1.4 These terms and conditions are available online at any time.

2 Offers | Conclusion Of Contract

2.1 By placing the order with GRAMER CONSULTING, regardless of the form in which it takes place, the customer accepts these general terms and conditions for the duration of the entire business relationship. The offers of GRAMER CONSULTING are subject to change and non-binding.

2.2 Should cost increases occur up to the execution of the order, these will be communicated to the client in good time. Only in this case is the client granted the right to withdraw from an existing contract between him and GRAMER CONSULTING.

2.3 A contract is only concluded when GRAMER CONSULTING has confirmed an order or order confirmation in writing by post or by email or the client has signed an offer and sent it back in writing. Once the order has been confirmed, GRAMER CONSULTING will immediately begin to implement the order.

3 Follow-Up Contracts

3.1 GRAMER CONSULTING does not have any claims to the conclusion of follow-up contracts from this contract.

4 Services

4.1 The contracting parties agree that GRAMER CONSULTING only owes the provision of services, but not the production of a work or the achievement of a certain success. The contracting parties also agree that the exclusively contractual nature of GRAMER CONSULTING's obligation to perform will not change even if GRAMER CONSULTING undertakes to record the results of its service in writing and to prepare and submit corresponding

reports, studies and the like. Such written reports, studies and the like - unless expressly agreed otherwise - in particular do not constitute expert opinions, but only reflect the essential content of the process and the result of the services.

4.2 GRAMER CONSULTING provides the services within the framework of the operational resources available to it. It is entitled to use competent third parties as subcontractors to carry out the order. The contracting parties also agree that GRAMER CONSULTING does not owe or perform any legal, tax or auditing activities. Insofar as GRAMER CONSULTING ensures the performance of such activities by engaging appropriate professionals, it only acts as an intermediary without becoming a debtor / contractual partner for such activities.

4.3 The contracting parties agree that GRAMER CONSULTING is not obliged to check information, data or documents given in writing or orally for their factual or computational correctness, completeness or correctness, unless this has been expressly agreed in the contract. However, if GRAMER CONSULTING realizes that the information, data or documents given to it in writing or orally are obviously incorrect, incomplete or improper, it will point this out.

4.4 The client is entitled to the removal of any defects. This claim must be made immediately. GRAMER CONSULTING is to be given the opportunity to make improvements.

5 Obligation To Cooperate

5.1 The client is obliged to support GRAMER CONSULTING to the best of his ability, namely to transmit all information and documents required for the execution of the order, and to create all the prerequisites necessary for the proper execution of the order in his operating sphere.

5.2 The client is also obliged to name one or more persons to GRAMER CONSULTING who are authorized to make all declarations necessary for the client to provide the service owed.

6 Data Protection

6.1 When processing personal data, GRAMER CONSULTING adheres to the German data protection and telecommunications law.

6.2 The client agrees that the exchange of data and information in cooperation with the client and with all other parties involved also takes place via unencrypted e-mails. If the client wishes that data is not sent via unencrypted e-mails and e-mail attachments, he will notify the contractor in writing - either in individual cases or in general. In this case, e-mail attachments are sent in encrypted form so that the client can only open them with a password. Both for sending data from the client to GRAMER CONSULTING and vice versa, if encryption is required, encryption and decryption methods must be used that can be implemented with standard software (especially MS Office) without additional installations.

6.3 GRAMER CONSULTING is entitled to automatically collect personal data entrusted to it by the client and his employees as part of its work, to process and save it automatically and - as part of the subject matter of the order - to transfer it to a service computer center or other suitable third party for further order data processing . If third parties are involved, GRAMER CONSULTING must ensure their obligation to maintain confidentiality.

6.4 The client is aware that the content of unencrypted emails or their attachments can possibly be read by unauthorized third parties. Nevertheless, the client agrees to communication and the transmission of documents by means of unencrypted e-mails. If the client wants a different communication technology, he will inform GRAMER CONSULTING.

6.5 The client has the right to information and the right to correct, block and delete his stored data. GRAMER CONSULTING must be contacted in writing for this.

7 Storage Of Documents

7.1 GRAMER CONSULTING is no longer obliged to keep the documents handed over to it by the client for the purpose of providing the services owed if three years have passed since the date of termination of the contractual relationship or since a written request to the client to collect the documents half a year has passed.

8 Order Processing | Compensation

8.1 After the order confirmation, GRAMER CONSULTING begins with the detailed concept or the implementation of the order.

8.2 Unless otherwise agreed, the usual remuneration as well as the reimbursement of expenses in the usual amount shall apply.

8.3 GRAMER CONSULTING is entitled to invoice the work performed up to that point every 14 days after the start of the contractual relationship. The remuneration is due immediately after invoicing without deduction to the account of GRAMER CONSULTING shown on the invoice.

8.4 Due to the status of a small company, the services and products of GRAMER CONSULTING are exempt from sales tax. Therefore, no value added tax is shown on the invoices of GRAMER CONSULTING. All prices are shown gross in euros.

8.5 In addition to the fee claim, GRAMER CONSULTING is also entitled to reimbursement of all expenses and expenses incurred in providing the services owed.

8.6 With the payment of GRAMER CONSULTING's invoices by the client or by a third party commissioned by him, the claims asserted with the respective invoice are deemed to be recognized. Claims for repayment are excluded.

8.7 Objections to invoices from GRAMER CONSULTING must be made no later than four weeks after receipt. Later objections are excluded.

8.8 Several clients on the same order are jointly and severally liable for the remuneration.

9 Termination Of The Contractual Relationship

9.1 Unless otherwise agreed, the contractual relationship can be properly terminated by both contracting parties with a notice period of 14 days to the end of the month. Any termination must be in writing to be effective.

9.2 If the client wishes to withdraw his order after the order has been placed or if the order ends before it has been fully carried out, GRAMER CONSULTING will invoice the work performed up to the end of the order, including the preparatory work.

9.3 If the order is terminated prematurely for reasons for which the client is responsible, GRAMER CONSULTING is additionally entitled to 90% of the remuneration to which it is entitled for this period for the period from the termination of the order to the expiry of the agreed ordinary notice period.

9.4 The contracting parties have the option to prove lower or higher damage.

10 Termination Of The Order

10.1 The order placed with GRAMER CONSULTING is terminated by the provision of the owed services.

10.2 If GRAMER CONSULTING notifies the client (s) in writing of the complete provision of all owed services, the client can no longer request the provision of further services if he does not report the incompleteness in writing within four weeks of receipt of the written declaration by GRAMER CONSULTING of the services provided.

11 Confidentiality

11.1 GRAMER CONSULTING undertakes to maintain secrecy about all facts that it becomes aware of in connection with the execution of the order, unless the client releases it from this obligation.

11.2 The duty of confidentiality does not exist if the disclosure is necessary to safeguard the legitimate interests of GRAMER CONSULTING. GRAMER CONSULTING is also released from the duty of confidentiality to the extent that it is obliged to inform and cooperate according to the insurance conditions of its professional liability insurance.

11.3 The duty of confidentiality does not apply to the client's lending banks.

12 Reservation Of Title | Usage And Copyright

12.1 Any use, reproduction, publication or distribution of concepts and drafts by GRAMER CONSULTING requires their consent.

12.2 Concepts and drafts always remain the property of GRAMER CONSULTING and are made available exclusively in accordance with copyright law for the agreed type of use.

12.3 The contractual partner is not entitled to transfer the rights of use to third parties, group companies or subsidiaries.

12.4 GRAMER CONSULTING reserves the right of ownership to all services delivered by GRAMER CONSULTING until the client has paid all claims.

13 Rights To The Work Results

13.1 GRAMER CONSULTING is exclusively entitled to all copyrights or rights from supplementary performance protection under competition law to all documents created by GRAMER CONSULTING for the purpose of providing the services owed.

13.2 The client is only permitted to use, reproduce and publish such documents created by GRAMER CONSULTING for the purpose of providing the services owed for his own business for the purposes stipulated in the contract.

13.3 The transfer of the work results of GRAMER CONSULTING to third parties requires the written consent of GRAMER CONSULTING, unless the content of the order already gives consent to the transfer.

14 Warranty | Liability

14.1 GRAMER CONSULTING guarantees that the work is carried out correctly in accordance with the state of the art, its ability and knowledge.

14.2 GRAMER CONSULTING disclaims all liability and responsibility for damage, loss, costs, expenses or obligations of any kind (including indirect damage or consequential damage) arising from or in connection with the services provided or by the client provided documents and / or planning documents could arise in any way. In particular, liability for damage due to errors, delays, omissions or inaccuracies in the documents and / or planning documents provided is rejected.

14.3 The above limitation of liability does not apply if the cause of the damage is based on intent or gross negligence on the part of GRAMER CONSULTING. It also does not apply in the absence of promised properties. If an essential contractual obligation is negligently violated, the liability of GRAMER CONSULTING is limited to the foreseeable, contract-typical damage.

14.4 GRAMER CONSULTING is not liable for loss of production and lost profit of the client (s). Liability for the success or the achievement of certain goals of the client (s) is fundamentally excluded, unless something else is expressly agreed in writing.

15 Statute Of Limitations

15.1 All claims of the client against GRAMER CONSULTING resulting from the contractual relationship expire after two years. In deviation from this, the statutory limitation period of three years applies if GRAMER CONSULTING is guilty of intent.

16 Severability | Severability Clause

16.1 Should a clause of these terms and conditions be ineffective, this does not affect the validity of the other clauses. If a clause of these conditions is only partially ineffective, the other part remains valid.

16.2 The parties are required to replace an ineffective clause with an effective substitute provision that comes as close as possible to the economic purpose of the ineffective contractual condition.

17 Cancellation Policy

The client is entitled to revoke his contract declaration within two weeks without giving reasons in writing (e.g. letter, fax, email). The period begins after receipt of this instruction in text form, but not before the conclusion of the contract and also not before the fulfillment of the information obligations of GRAMER CONSULTING according to § 312c Abs. 2 BGB in connection with § 1 Abs. 1, 2 and 4 BGB-InfoV as well as the obligations of GRAMER CONSULTING in accordance with § 312e Paragraph 1 Clause 1 BGB in conjunction with § 3 BGB-InfoV. The timely sending of the cancellation is sufficient to meet the cancellation deadline. The revocation must be sent to:

Wolfgang Gramer

GRAMER CONSULTING

Siedlungsstraße 6

97080 Wuerzburg

Germany

Tel .: +49 171 9964507

info [at] gramer-consulting.com

Consequences Of The Withdrawal

In the case of an effective revocation, services already received by both parties are to be returned and any benefits drawn are to be surrendered. This can mean that the client has to meet the contractual payment obligations for the period up to the revocation. Obligations to reimburse payments must be fulfilled within 30 days. For the client, the period begins when the declaration of revocation is sent, for GRAMER CONSULTING with its receipt.

Special Instructions

The client's right of withdrawal expires prematurely if the contract has been fully fulfilled by both parties before the right of withdrawal was exercised.

18 Final Provisions | Place Of Jurisdiction

18.1 German law applies exclusively to all claims resulting from the contractual relationship between GRAMER CONSULTING and the client or in connection with this.

18.2 The place of jurisdiction is the Würzburg district court responsible for the headquarters of GRAMER CONSULTING.