

General terms and conditions of ITS GmbH & Co. KG

§1 Sphere of action

Our general terms and conditions (GTC) apply to all business dealings with our customers, hereinafter referred to as "clients". The general terms and conditions are automatically recognized by the client when the order is placed. They apply for the duration of the business relationship.

§2 Order placement and performance

1. The basis of the business relationship is the respective consulting contract or the written order from the client to us, in which the scope of services and the remuneration are recorded.
2. Our offers are subject to change and non-binding.
3. The client can place orders with us by post, fax and e-mail. We also accept informal orders. After the order has been received, the client receives an order confirmation by fax or post. With this order confirmation, the order is deemed to have been accepted and the consulting contract to have been concluded. This order confirmation is decisive for the date of the service provision
4. If there is a special need, we call in external consultants whom we have known through long-term cooperation. In these cases, the business relationship continues to exist between us and the client, unless otherwise agreed.
5. Updates and changes to offers and orders are specified in writing by both parties and are part of the contractual relationship between us and the client as an additional agreement.
6. The prospectus documents serve as information. The information contained therein does not represent any guarantee of specific properties and is non-binding.

§3 Compensation

1. The services are agreed individually.
2. The fee can be agreed as a flat rate or according to hourly, daily or weekly rates.
3. We are entitled to demand advance payment from the client. The amount depends on the expected remuneration claim or the scope of the fee and the pending expenses.
4. We are also entitled to issue partial invoices after partial services / partial projects that were offered as such, stating the relevant price portion.

§4 Payment and due date

1. Our entitlement to payment of the fee arises for each individual service as soon as it has been provided by us. All services by us that are not expressly shown as agreed in the fee are ancillary services that are paid for separately.
2. As soon as the client receives the invoice, the fee is due for payment.
3. The client is in default even without a reminder from us if he does not make the payment within 14 days of the due date and receipt of the invoice. In this case we are entitled to demand default interest in the amount of the statutory interest rate.
4. The client is only entitled to offset and withhold similar claims if they have been legally established and are undisputed. For unequal claims, a right of retention is limited to claims from the same contractual relationship.
5. Our services are business-like services within the meaning of §§ 611 BGB (service contract). The service is provided with the care that is customary in the profession.
6. The main focus of services is: Advice and support for third parties in the areas of development, introduction and marketing of new products and technologies, the preparation of projects, the supervision of research and development projects, innovation management, the establishment and maintenance of marketing relationships - also in the Abroad, the preparation of research, reports, publications, property rights registrations, project outlines and technology transfer as well as the implementation of all measures and legal transactions conducive to this purpose.
7. The advisory or other service to be provided results from the respective order confirmation.
8. The client also recognizes counseling results that do not match his experience, previous attitudes and expectations.

§5 Delivery times and dates

1. Delivery or service deadlines can only be guide times or expected dates that are given to the best of our knowledge and belief.
2. Failure to meet an appointment only entitles the client to assert his statutory rights if he has given us a reasonable grace period.

§6 Duty of the client to cooperate

The client provides us with all the documents, information and materials required to carry out the order.

1. The client acknowledges that we are dependent on the client's comprehensive cooperation for a successful and timely performance of the services incumbent on it.

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2. The client undertakes to ensure that, upon initial request, all documents necessary for the execution of the order are presented to us in good time, even without special request, and that we are given unsolicited knowledge of all processes and circumstances that are necessary for the execution of the order by Meaning can be. This also applies to documents, processes and circumstances that only become known during the execution of the order.
3. Delays due to a breach of the information and cooperation obligations are at the expense of the client. Agreed completion and delivery deadlines are extended accordingly. Any additional expenses incurred as a result are to be borne by the client. He also bears the risk of the transmission of the material intended for publication, in particular the risk of the loss of data, data carriers, photos and other documents. The obligation to keep the funds ends for us 2 years after the performance or completion of the performance

§7 Confidentiality Clause

1. We are obliged to maintain secrecy about all operational, business and private matters that we have become aware of in the course of our consulting activities. This obligation of secrecy applies equally to our vicarious agents. The duty of confidentiality also applies after termination of the contract and can only be revoked in writing by the client himself. In addition, we are obliged to carefully store the documents provided for the purpose of advising and to protect them from being viewed by third parties. No documents, documents, etc. handed over to us by the client will be returned to the client.
2. The client does not question our ownership of the confidential information. He recognizes that all confidential information is a protected legal asset and not, in whatever way, may be made accessible to third parties in any form.

§8 Limitation of Liability

1. We assume no liability for any damage caused by force majeure (e.g. power outages, natural disasters or traffic disruptions), network and server errors, service and transmission disruptions, viruses or disruption of the mail. The client is responsible for the final verification of all transmitted or sent data.
2. We also assume no liability for damage to the client's hardware and software caused by the unwitting e-mail of documents that have been infected by a virus.
3. We are obliged to carry out the work assigned to us with technical and commercial care to the best of our knowledge. However, we are not liable in the event that the success of a measure proposed by us falls short of the client's expectations. A certain success, in the sense of bringing about an economic or operational success, is not owed by us.
4. Our liability is limited to willful or grossly negligent breach of duty and the breach of essential contractual obligations. Essential contractual obligations are those whose fulfillment enables the proper execution of the contract and on whose compliance the contractual partner trusts and may trust.
5. We assume no liability for economic damage or consequential damage to the client following the consulting assignment. As part of the consultation, various points are analyzed and, if necessary, suggestions for measures to be taken by the client are developed. The responsibility for the implementation of these measures and their consequences lies exclusively with the client - even if he puts the partial or entire implementation in the hands of the consultant.
6. If we violate contractual or non-contractual obligations intentionally or through gross negligence, then we are obliged to compensate the client for the resulting damage - however, at a maximum amount of the fee settlement already made.
7. We are entitled and obliged to correct inaccuracies and deficiencies in our consulting services that we subsequently become aware of. This warranty covers the period of 3 months after the service has been provided.
8. The client is entitled to the removal of defects free of charge, provided that we are responsible for them. This entitlement expires 3 months after the disputed service has been provided.
9. We are not liable to a third party, even if we have consented to our professional statement (report, verbal declaration, etc.) being passed on to this third party in writing and possibly for a fee.
10. We are not liable for defects caused by cooperation partners, provided that they worked on their own account.

§9 Delay in acceptance and failure to cooperate

1. 1. If the client is in default of accepting the offered service or if the client fails to cooperate otherwise incumbent upon him, we are entitled to a written warning and, after one week without complete elimination of the defects caused by the client, to terminate the contract without notice. Our claims are determined according to §8 of these terms and conditions. This does not affect our right to compensation for the additional expenses incurred by us as a result of the delay or the failure to cooperate on the part of the client, as well as the damage caused, even if we do not make use of the right of termination.
2. If the client cannot keep a promised date, he has to inform us immediately. We are then entitled to give priority to other orders - further agreed dates can thus be postponed at the client's expense.

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§10 Complaint

1. If the client does not notify us of any objectively existing, serious defects within 14 days of processing the order, the order is deemed to have been finally processed.
2. If the client questions a service completely, this complaint must be substantiated by a serious counter-opinion drawn up by a third party.
3. If a complaint is made, we must be given the opportunity to make improvements. If this improvement is demonstrably unsuccessful, the client has the right to a reduction in price or conversion. In any case, however, liability is limited to the amount of the order in question. We do not assume any liability based on the infringement of a copyright or on the claims of third parties.
4. If the deadline for the provision of services has been exceeded for an inappropriately long time - here the individually agreed deadline applies as a guide - and we were unable to meet a reasonable grace period communicated in writing by the client, the client is entitled to withdraw from the contract.

§11 Termination

Unless otherwise agreed in writing or required by law, the following provisions apply to the termination of the contract:

1. If the client cancels without an important reason (according to §626 Paragraph 2 BGB, a cancellation for an important reason can only be pronounced within two weeks), we reserve the right to the full agreed or customary remuneration minus the actual amount due to the cancellation of the contract saved expenses; we do not need to be credited for what they acquire or fail to acquire through another use of our employees.
2. If the client terminates for an important reason that is not based on our behavior contrary to the contract, we are entitled to a portion of the remuneration that corresponds to our previous services.
3. If the client cancels for an important reason, which is based on our behavior contrary to the contract, the entitlement to partial remuneration lapses if the previous services are of no interest to the client as a result of the termination; §8 applies to the assertion of claims for damages by the client.
4. If we terminate the contract without good cause, we are entitled to a portion of the remuneration that corresponds to our previous services, unless the previous services are of no interest to the client as a result of the termination. If the termination on our part is at an inopportune time, the client will receive compensation for the resulting damage in accordance with §8.
5. If we terminate the contract for an important reason for which the client is responsible, a) applies accordingly. In all other cases of termination by us for an important reason, d) sentence 1 applies accordingly; further claims for damages from us remain unaffected.

§12 Severability

Should a provision of these general terms and conditions be or become ineffective, this shall not affect the remaining provisions. Instead of the ineffective provision, a regulation should come into effect that, within the framework of what is legally permissible, comes closest to the will and interests of both parties.

§13 Applicable law

German law applies exclusively to the legal relationships between the client and us.

§14 Place of performance and jurisdiction

1. The place of performance is the seat of our consulting company in Dresden.
2. The place of jurisdiction for all disputes arising directly or indirectly between us and the client is agreed to be the local court for our seat in Dresden.

Disclaimer

We collect and use the personal data of natural and legal persons exclusively within the framework of the provisions of the General Data Protection Regulation (GDPR) and the EU GDPR.