

GENERAL TERMS AND CONDITIONS

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**1. scope of application**

The following general terms and conditions apply to all legal transactions of the service company dealog ip service, Andrea Kahlfelt hereinafter referred to as service provider - with its contractual partner - hereinafter referred to as client -.

As far as individual contractual provisions exist, which deviate from the provisions of these terms and conditions or contradict them, the individual contractual provisions take precedence.

2 Subject matter of the contract

- 2.1 The contracting parties agree on the cooperation according to the specific, individual contractual agreement. An employment contract is not intended by the parties and is not established.
- 2.2 The Service Provider shall be responsible for social security contributions or tax issues and shall indemnify the and exempts the client from any obligations.
- 2.3 The service provider is free to work for other clients.

3 Conclusion of the contract

- 3.1 The contractual relationship for the services comes through the issuance of a customer order by the client (offer) and its acceptance by the service provider. The client is bound to the issuance of the customer order (offer) for two weeks.
- 3.2 The subject of the contract or the exact task description is described in the written order.

4 Duration and Termination of the Contract

- 4.1 The contract (contracting) shall begin and end on the individually agreed date.
- 4.2 Termination without notice for good cause is possible. An important reason exists, for example, if...

...the Customer is in arrears with two consecutive payments due and fails to make payment after expiry of a reasonable grace period

...the Customer suffers a financial collapse (insolvency, bankruptcy) after the conclusion of the contract, unless an application for the opening of insolvency proceedings has already been filed.

5 Scope of Services, Obligations of the Contracting Parties

- 5.1 The services to be provided by the Service Provider shall generally comprise the tasks specified in detail in accordance with the order placed by the Client.
- 5.2 The service provider shall inform the client periodically about the results of its activities. The Parties may agree in the Contract on a schedule for the provision of services and a scheduled end date for the completion of services.
- 5.3 If the service provider is actually unable to perform an order as owed under the contract, it shall notify the client thereof without undue delay.
- 5.4 The service provider shall make itself and, if necessary, personnel available for the provision of services. The service may be provided on the Client's premises or at the Contractor's office.
- 5.5 The Client shall provide the Service Provider with the equipment required for the provision of the service, such as a computer, laptop or similar, with the software required for the performance of the activity, free of charge.

If the client is unable to provide any equipment, this can be provided by the service provider at the client's expense.

The parties shall endeavor to the best of their knowledge and belief to support the contractual partner in the performance of the respective obligation by providing information, information or experience in order to ensure a smooth and efficient workflow for both parties.

- 5.6 Each of the contractual partners may request changes to the agreed scope of services from the other contractual partner in writing. Upon receipt of a change request, the Recipient shall examine whether and under what conditions the change is feasible and shall notify the requestor of its approval or rejection in text form without delay and, if necessary, provide reasons. If a change request by the Recipient requires extensive review, the review effort for this may be charged by the Service Provider upon prior notice if the Recipient nevertheless insists on review of the change request.

If necessary, the contractual adjustments to the agreed conditions and services required for a review and/or an amendment shall be set out in writing in an amendment agreement and shall come into effect in accordance with these General Terms and Conditions.

6. prices and terms of payment

- 6.1 Services shall be due and invoiced at the fixed price specified in the individual contract after completion or, if remuneration is agreed on a time basis, in installments, unless a different invoicing method is agreed in the contract.

The following billing models are offered:

Standard Contract: Invoicing according to time recording on an hourly basis with an agreed hourly rate

Project Contract: Fixed amount for a project to be realized

Compact Contract: Monthly time expenditure with agreed hourly rate fixed and billed at a flat rate

- 6.2 Sales tax shall be invoiced at the sales tax rate applicable at the time of performance.
- 6.3 Unless otherwise agreed, invoices shall be payable without deduction upon receipt. If the invoice amount is not received within 30 days of the invoice date, the service provider is entitled to claim default interest. The interest on arrears shall be 8% p.a. above the prime rate applicable at the time of calculation.

7 Liability

- 7.1 The service provider is liable in cases of intent or gross negligence in accordance with the statutory provisions. Liability for warranties shall be strict regardless of fault. For slight negligence, the service provider is liable only in accordance with the provisions of the Product Liability Act, for injury to life, limb or health or for breach of fundamental contractual obligations.

However, the claim for damages for the slightly negligent breach of material contractual obligations shall be limited to the foreseeable damage typical for the contract, unless liability is assumed for injury to life, limb or health. The Service Provider shall be liable to the same extent for the fault of vicarious agents and representatives.

- 7.2 The provision of the preceding paragraph (7.1) extends to damages in addition to performance, damages in lieu of performance and claims for compensation for futile expenses, regardless of the legal basis, including liability for defects, delay or impossibility.

8. place of jurisdiction

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

If the customer does not have a 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 registered office in Ulm (Donau).