



General Terms and Conditions
SalesFactory GmbH

Status: February 2024

1. general principles / scope of application

1.1 These General Terms and Conditions shall apply exclusively to all legal transactions between the Client and the Contractor (Management Consultant) - hereinafter referred to only as the Contractor. The version valid at the time the contract is concluded shall apply.

1.2 These General Terms and Conditions shall also apply to all future contractual relationships, even if no express reference is made to them in additional contracts.

1.3 Conflicting general terms and conditions of the Client shall be invalid unless they are expressly recognized by the Contractor in writing.

1.4 In the event that individual provisions of these General Terms and Conditions are and/or become invalid, this shall not affect the validity of the remaining provisions and the contracts concluded on the basis thereof. The invalid provision shall be replaced by a valid provision that comes as close as possible to the meaning and economic purpose of the invalid provision.

2 Scope of the consultancy assignment / representation

2.1 The scope of a specific consulting and training assignment shall be contractually agreed on a case-by-case basis.

2.2 The Contractor shall be entitled to have the tasks incumbent upon him/her performed in whole or in part by third parties. Payment of the third party shall be made exclusively by the Contractor itself. No direct contractual relationship of any kind whatsoever shall arise between the third party and the Client.

2.3 The Client undertakes not to enter into any kind of business relationship with persons or companies that the Contractor uses to fulfill its contractual obligations during and for a period of three years after termination of this contractual relationship. In particular, the Client shall not commission these persons and companies with such or similar consulting services that the Contractor also offers.

3. obligation of the client to provide information / declaration of completeness

3.1 The Client shall ensure that the organizational framework conditions at its place of business allow for work that is as undisturbed as possible and conducive to the rapid progress of the consulting process when fulfilling the consulting assignment.

3.2 The Client shall also inform the Contractor comprehensively about previously conducted and/or ongoing consultations - including in other specialist areas.

3.3 The Client shall ensure that all documents necessary for the fulfillment and execution of the consulting assignment are submitted to the Contractor in a timely manner, even without the Contractor's specific request, and that the Contractor is informed of all processes and circumstances that are relevant to the execution of the consulting assignment. This shall also apply to all documents, processes and circumstances that only become known during the Consultant's work.

3.4 The Client shall ensure that its employees and the employee representation (works council) provided for by law and established, if applicable, are informed by the Consultant prior to the commencement of the Consultant's work.

4 Ensuring independence

4.1 The contracting parties undertake to be loyal to each other.

4.2 The contracting parties mutually undertake to take all precautions that are suitable to prevent the independence of the commissioned third parties and employees of the Contractor from being jeopardized. This shall apply in particular to offers of employment by the Client or the acceptance of orders for the Client's own account.

5 Reporting / Duty to report

5.1 The Contractor undertakes to report to the Client on the progress of its work, that of its employees and, if applicable, that of commissioned third parties.

5.3 The Contractor shall be free from instructions in the production of the agreed work, shall act at its own discretion and on its own responsibility. He/she shall not be bound to a specific place of work or specific working hours.

6 Protection of intellectual property

6.1 The copyrights to the works created by the Contractor and its employees and commissioned third parties (in particular offers, reports, analyses, expert opinions, organizational plans, programs, service descriptions, drafts, calculations, drawings, data carriers, etc.) shall remain with the Contractor. They may be used by the Client during and after termination of the contractual relationship exclusively for purposes covered by the contract. In this respect, the Client shall not be entitled to reproduce and/or distribute the work(s) without the express consent of the Contractor. Under no circumstances shall any unauthorized reproduction/distribution of the work give rise to any liability on the part of the Contractor - in particular for the accuracy of the work - towards third parties.

6.2 The Client's breach of these provisions shall entitle the Contractor to terminate the contractual relationship prematurely with immediate effect and to assert other statutory claims, in particular for injunctive relief and/or damages.

7. Confidentiality / Data protection

7.1 The Contractor undertakes to maintain absolute confidentiality about all business matters of which it becomes aware, in particular business and trade secrets as well as any information it receives about the nature, scope of operations and practical activities of the Client.

7.2 Furthermore, the Contractor undertakes to maintain confidentiality towards third parties regarding the entire content of the Work as well as all information and circumstances that it has received in connection with the creation of the Work, in particular also regarding the data of the Client's clients.

7.3 The Contractor shall be released from the duty of confidentiality vis-à-vis any assistants and representatives that he/she uses. However, he/she shall transfer the duty of confidentiality to them in full and shall be liable for their breach of the duty of confidentiality as for his/her own breach.

7.4 The duty of confidentiality shall extend indefinitely beyond the end of this contractual relationship. Exceptions exist in the case of statutory obligations to give evidence.

7.5 The Contractor shall be entitled to process personal data entrusted to it within the scope of the purpose of the contractual relationship. The Client warrants to the Contractor that all necessary measures have been taken for this purpose, in particular those within the meaning of the Data Protection Act, such as declarations of consent from the data subjects.

8. Fee

8.1 The Contractor shall receive a fee in accordance with the agreement between the Client and the Contractor. The Contractor shall be entitled to submit interim invoices in accordance with the progress of the work and to demand payment on account in accordance with the respective progress. The fee shall be due upon invoicing by the Contractor.

8.2 The Contractor shall issue an invoice with all legally required features entitling the Contractor to deduct input tax.

8.3 Any cash outlays, expenses, travel costs, etc. incurred shall be additionally reimbursed by the Client upon presentation of an invoice by the Contractor.

9. Cancellation

9.1 Postponements of training dates within the order are possible free of charge up to 40 working days before the agreed date.

Later postponements or cancellations of measures are staggered as follows:

- From 40 to 20 working days before the start of training at 60%
- From 19 to 11 working days before the start of training with 80%
- Within 10 working days before the training with 100%

of the price of the respective training measure.

10 Electronic invoicing

10.1 The Contractor shall be entitled to send invoices to the Client in electronic form. The Client expressly agrees to the sending of invoices in electronic form by the Contractor.

11. final provisions

11.1 Amendments to these GTCs must be made in writing, as must any waiver of this formal requirement. There are no verbal collateral agreements. The court at the Contractor's place of business shall have jurisdiction for any disputes.