

ZUG Purchasing Optimization General Consultancy Conditions

1 Consulting Subject

The subject of the given consulting project must be specified, in detail, in the order.

The services to be provided by the consultant must be specified in detail, in the order.

2 Duration of the agreement

The date of the starting of the agreement shall be designated in the order. Intermediate targets are agreed to in the milestone schedule, cf. appendix to this agreement. Divergent changes to this agreement must be agreed to in writing.

3 Fee

The consultant receives a fee plus expenses and VAT. The sum of this is specified, in the order, in detail. The remuneration for the consultant's travel time will be based on a rate per kilometre.

4 Invoicing

The consultant will invoice in accordance with the agreed milestones. Where the invoice is not contested within a period of 14 days, it will be held to have been accepted. The invoiced sum is to be credited to account n° 34070024, sort-code 5073606, with Deutsche Bank, Remscheid, Germany.

5 Implementing the agreement

The project must be dealt with by the consultant in person. Employees may only be drawn on by arrangement; insofar as external experts are to be consulted, this must be agreed on in writing. All relevant data and information must be made available to the client. At each stage of the consultation process, the client must support the consultant by, for example, making an adequate number of company employees available, ensuring access is provided to all facilities, issuing necessary authorizations and/or by providing facilities, equipment and materials free of charge.

6 Confidentiality

The consultant is to maintain secrecy with regard to all data made known in connection with his or her activity for the client. The confidentiality commitment extends to all employees and third parties acting on behalf of the consultant. This obligation continues to apply after the end of the consulting agreement. Documents placed at the consultant's disposal are to be returned after the advice concerned has finished being given.

7 Warranty / Rectification

1. The consultant does not guarantee that projections and analysis of the client's situation, with regard to the problem or question posed in the consulting assignment, will turn out to be correct and complete.
2. Data provided will only be checked for plausibility. Recommendations and conclusions, deriving from the examinations carried out, are given in line with the consultant's best knowledge, and in accordance with recognized scientific principles and good practice.
3. The client has a right to the rectification of any deficiencies. The consultant will, where the advisory services can subsequently be improved, correct any shortcomings for which he is responsible, insofar as this is possible through proportionate effort and/or expense.
4. The client shall give written notification of any deficiencies.

5. Following two unsuccessful attempts at rectifying advice given, the client may demand a reduction in the price or the cancellation of the consulting agreement.
6. Claims to rectification will lapse after a period of one year after the completion of the consulting services.

8 Liability

1. Other than in the case of guaranteed quality, or insofar as a warranty has been given, the consultant shall only be liable for damages in the case of wilful misconduct or gross negligence. Liability is not incurred for damages caused by slight negligence in giving deficient advice. This limitation shall not apply if the consultant culpably breaches an essential, contractual obligation.
2. Insofar as the consultant has not intentionally breached the present agreement, his liability will be limited to the value of damages that were foreseeable and characteristic at the time of entry into the agreement. Liability to pay damages is moreover excluded; the consultant is therefore, in particular, not liable for damages that do not occur to the subject matter or items to be supplied. Where damages are covered by insurance held by the client, the consultant will only be liable for any associated disadvantages to the client, such as higher insurance premiums or interest drawbacks, arising until the time of claim settlement by the insurer.
3. Liability for culpable injury to life, limb or health remains unaffected; this also applies in respect of the mandatory statutory liability, particularly that under the German Product Liability Act, insofar as the consultant has provided a warranty.
4. The liability limitation equally applies to the consultant's legal representatives, vicarious agents and employees and to their personal liability.

9 Retention / Storage of documents

Where overdue payments have not been settled, the consultant has a right of lien on documents handed over to him. Such right to retain documents or other items will be held to be exercised in breach of duty where such exercising of this right is unreasonable to the client. Following the payment of payments due, the consultant must surrender any documents, to the client, which the consultant has obtained within the framework of the agreement.

10 Contract changes / termination

1. The consultant can make project changes, provided these are minor in nature, and can be assumed to be the will of the client. Nevertheless, the client's consent will be required in the event of major changes.
2. The agreement can be terminated by either party. The period of notice of termination will be specified, in detail, in the given order. Notice must be given in writing. In the event of the termination of the agreement, the consultant is entitled to be paid a fee for services that have been provided. Where the client terminates the agreement without an important reason for doing so, the consultant can moreover claim lost profits.

11 Severability clause

If any stipulation or other provision of this agreement is invalid, the remaining provisions shall not be affected by this. The ineffective provision shall be replaced by an effective, analogous one. This also applies where there is a gap or loophole requiring a supplement to the present agreement. Changes and supplements to the agreement must be made in writing.