

General Terms and Conditions of Munich Consulting Group GmbH (as of April 3, 2020)

The General Terms and Conditions (GTC) listed below apply to all business relationships with Munich Consulting Group GmbH (hereinafter abbreviated as "MCG"). Any other companies under the designation "MCG" are not covered by these GTC.

§ 1 General information

1.1 All services of MCG are provided on the basis of these General Terms and Conditions. General Terms and Conditions of the contracting party are rejected by MCG, unless otherwise stipulated in an individual contract. Its effectiveness requires the written form.

1.2 Individual written agreements take precedence over these General Terms and Conditions. Verbal agreements are only binding if they have been confirmed by MCG at least in text form.

§ 2 Offer and conclusion of contract

2.1 Offers are always subject to change.

2.2 A contract is only concluded upon MCG's written order confirmation. If the service provision of MCG is performed without prior order confirmation, then the contract comes into effect with the commencement of MCG's activities, unless the client objects immediately on becoming aware of this.

§ 3 Subject matter of the contract

3.1 The subject of the contract is determined by the service description in conjunction with the order confirmation. The service description also contains the project requirements for the service to be provided by MCG, as communicated by the client.

3.2 Supplements or changes to the service description require a bilateral declaration of intent and, depending on the type and scope, at least text form.

§ 4 Prices and payments

4.1 The services of MCG are carried out at the prices and conditions of the order confirmation or, in accordance with §3, the revised service description. The quoted prices are binding. The prices do not include the legal value-added tax valid at the time of invoicing.

4.2 The remuneration of MCG is due on the dates specified in the order confirmation. Unless otherwise agreed upon, payments are to be made within ten days from the date of invoice and without any deduction. Payments are considered as completed when they are credited to the account of the contractor.

4.3 If services are remunerated on a time and material basis, MCG documents the type and duration of the activities and transmits this documentation with the invoice. MCG is entitled to invoice services, which are remunerated according to expenditure, on a monthly basis.

4.4 In accordance with § 288 BGB paragraph 1, MCG is entitled to charge interest if the due date is surpassed. The right of MCG to assert a higher damage caused by delay remains unaffected.

§ 5 Delivery dates and disruptions in the provision of services

5.1 All dates and deadlines have binding force, unless they are designated as non-binding by all parties in individual cases.

5.2 If the expenditure increases due to an event beyond the control of either party, MCG can demand the remuneration of the additional expenditure at the usual market conditions.

§ 6 Obligations of the client

6.1 The client must appoint a designated contact person/project manager. This contact person/project manager can issue binding agreements with MCG for the client or immediately instigate such agreements. The contact person/project manager is at the disposal of MCG for any required information.

6.2 The client must provide MCG with all necessary documents and information at the beginning of the contract.

6.3 The client is obligated to support the contractor's operations. In particular, the former will provide all operational pre-requisites necessary for the proper execution of the service, free of charge. These pre-requisites include, among other things, the contractor's access to any information deemed necessary for the fulfilment of the contract as well as a timely delivery of any relevant documentation to MCG by the client.

6.4 If the fulfilment of MCG's services is delayed due to the late submission of documents by the client, the project duration is automatically extended for the respective period. MCG will separately invoice any additional work required due to the delay at usual market conditions.

6.5 The contractor is entitled to immediately end the service provision if the client does not meet the payment obligations after the first reminder.

§ 7 Subcontracting of the service

7.1 MCG has the right to engage third parties for the purpose of service provision and to subcontract the contract in whole or in part, as long as the interests of the client which are worthy of protection are not affected.

§ 8 Liability

8.1 Any liability of MCG is hereby excluded with the exception of the following clauses. MCG is liable for any harm to life, body or health. Otherwise, MCG is only liable for culpable or grossly negligent behaviour of organs or vicarious agents of MCG. MCG is not liable for the violation of essential contractual obligations in the case of slight negligence.

8.2 The compensatory damages claim for the violation of essential contractual obligations is limited to the contract-typical, foreseeable damage. MCG is not liable for unforeseeable damages of the client.

8.3 The liability for damages which are caused by MCG's services to legal assets of the client is completely excluded. This does not apply if intent or gross negligence is present or if liability is assumed due to injury to life, body or health.

8.4 Within the scope of the business liability insurance, the liability of MCG for culpability and gross negligence in the case of personal injury and property damage is limited to 10,000,000 €. In the case of financial losses, it is limited to 1,000,000 €.

§ 9 Rights of set-off and retention

9.1 The client may only offset claims of MCG against undisputed or legally binding claims.

9.2 The client has no right of retention against MCG.

§ 10 Rights of third parties

10.1 The client affirms that all information and all documents handed over to MCG are free of third party rights. If MCG is made liable by a third party due to a violation of their rights, the client is obligated to release MCG from these claims.

10.2 The obligation of indemnity also refers to all expenses (in particular legal prosecution costs), which were necessarily incurred in connection with the claim by a third party.

§ 11 Withdrawal, termination

11.1 Either party may terminate the contractual relationship in writing with a notice period of six (6) weeks to the end of the month. The right to extraordinary termination remains unaffected by this.

11.2 If the customer terminates the contract, the services provided so far will be invoiced pro rata until the termination takes effect. In addition, the client will reimburse MCG for those costs which MCG has demonstrably incurred for the direct purpose of executing the terminated scope of services under consideration of the diligence of a prudent businessman and which were or are no longer avoidable within a reasonable scope.

§ 12 Applicable law, place of jurisdiction, written form

12.1 All contracts between MCG and the client are exclusively subject to the law of the Federal Republic of Germany.

12.2 For all disputes arising from the contractual relationship, MCG's registered business location is the sole place of jurisdiction if the client is a merchant or a public corporation.

12.3 The place of fulfilment is the MCG headquarters.

12.4 Changes to this contract require the written form. The amendment of the written form clause is also only valid in written form.

§ 13 Severability Clause

13.1 Should one or more clauses of these General Terms and Conditions or the contract between both parties be invalid, then the validity of the remaining contract shall not be affected. In place of the invalid provision, the parties shall agree on another provision that comes as close as possible to the meaning and economic significance of the invalid provision.