

General Terms and Conditions Venkinto GmbH

These general terms and conditions apply to all consulting and services as well as other legal transactions that are performed for a customer on the basis of an order or an order confirmation and, if available, a specification book from Venkinto GmbH ("VENKINTO"). Offer, order, order confirmation and, if available, the specification book are collectively referred to as "contract" within these provisions. These general terms and conditions also apply to all future contractual relationships, even if they are not explicitly stated in additional contracts.

§ 1 Type and scope of consulting and services

1. VENKINTO provides consulting and services to support customers, particularly in the areas of software and process analysis, corporate strategy, corporate organisation, internationalisation and business models. The type, location, time and scope of the consulting and services are determined in the respective contract.
2. VENKINTO does not provide legal and / or tax advice. If necessary, customers are advised to consult a lawyer and / or tax advisor.
3. VENKINTO provides the consulting and services according to this contract and according to the current state of knowledge at the time the contract is concluded and by qualified personnel.
4. VENKINTO is entitled to have individual or entire services provided by subcontractors. VENKINTO ensures that all requirements of the contract with the customer that apply to the part to be performed by the subcontractor will become part of the contract that VENKINTO concludes with the respective subcontractor. The customer will not contact these persons and / or companies himself or, in particular, will not commission such or similar consulting services that VENKINTO also offers. The ban on subcontractors applies to the customer for a period of 3 years after the contractual agreement with VENKINTO expires.
5. VENKINTO is not obliged to provide contractual services (werkvertragliche Leistungen according to German Law) unless the contracting parties have expressly agreed otherwise.

§ 2 Customer involvement

1. The customer will coordinate the subject matter of the contract in detail (including the type and scope of the service owed as well as the duration of the service provision and dates) with VENKINTO and support VENKINTO with the provision of the consulting and services to an appropriate extent. In particular, he will provide VENKINTO with the necessary information and documents in full and in good time and ensure that VENKINTO is available in sufficient numbers with suitable contact persons with the necessary specialist knowledge.
2. The customer is solely responsible for checking and evaluating the suitability and performance of third-party systems and / or apps, even if they have been recommended by VENKINTO. This does not apply if the inspection and evaluation is due under the contract of VENKINTO; In this respect, VENKINTO remains responsible for the accuracy of the inspection of the third-party systems with regard to the status in which they were at the time of the inspection by VENKINTO.
3. The customer will grant VENKINTO access to its buildings and premises if necessary, in so far as this is necessary for the performance of consulting and services by VENKINTO.
4. The customer will ensure proper data backup himself.
5. Further obligations of the customer to cooperate can be agreed in the respective contract.
6. In the event of violations of the customer's duties to cooperate, any performance deadlines to be observed by VENKINTO will be extended by the delay caused by the violation. In addition, VENKINTO is released from its obligation to perform if it no longer has the resources originally planned (resources, personnel) as a result of the breach of duty to cooperate and / or delays due to this. Additional expenses incurred by VENKINTO as a result of the violation of cooperation obligations must be reimbursed by the customer in the amount of the agreed price list.

§ 3 Rights to embodied service outcomes

1. VENKINTO grants the customer the non-exclusive, permanent and non-transferable right to use the consulting and service results provided in the context of the contract, in so far as this results from the purpose and scope of the contract and unless the contracting parties have agreed otherwise.

§ 4 Compensation

1. The consulting and services provided by VENKINTO are remunerated according to the time required. Material costs will be paid separately. Waiting times for VENKINTO employees for which the customer is responsible are remunerated like working hours. Travel expenses and expenses that VENKINTO has to pay to its employees in the context of these services according to the respective travel expense regulations of VENKINTO will be charged to the customer.
2. The remuneration for the implementation of consulting and services is based on a fixed price agreed in the contract per consultant day. A consultant day includes 8 hours including breaks. Any additional workload per day will be paid proportionately. A 50% surcharge is added for weekend and holiday work as well as night work (from 8:00 p.m.). The arrival and departure times of VENKINTO employees to the customer's place of business as well as services that VENKINTO provides in other locations at the customer's request are seen as regular working time and are invoiced according to the agreed daily rate. Expenses, travel expenses and accommodation are billed separately. Car trips are calculated in accordance with the currently valid price list, trips by public transport (1st class train, business class plane) and accommodation costs (4 star hotel) according to expenditure, meals are all-inclusive according to the applicable maximum tax rates.
3. Unless expressly stated otherwise, the total prices and times stated in offers from VENKINTO are non-binding estimates of the cost and time to be expected according to professional calculation.
4. The services provided by VENKINTO are duly invoiced to the customer monthly and / or at the latest after completion of the services.
5. All prices are net and do not include the applicable statutory value added tax.
6. The customer is only entitled to offset if his counterclaims have been legally established, are undisputed or have been recognized in writing by VENKINTO. The customer's right of retention is excluded, unless the customer's counterclaim stems from the same contractual relationship and is legally established, undisputed or recognized in writing by VENKINTO.

§ 5 Payment periods / delay

1. The invoices are due for payment immediately after receipt of the invoice by the customer without deduction.
2. If the customer is wholly or partially in arrears with a payment, VENKINTO is entitled to ask for interest of 8% p. a. above the base rate.
3. In the event of the customer's default, VENKINTO is entitled to withhold its services. Retained outstanding services will only be carried out by VENKINTO during the customer's default against advance payments or security payments.

§ 6 Qualitative performance disorder

1. If the consulting and service is not provided in accordance with the contract or is faulty and VENKINTO is responsible for this, VENKINTO is obliged to provide the service within a reasonable period of time without additional costs for the customer. The prerequisite is a previous complaint by the customer, which must be made to VENKINTO in writing immediately, but at the latest within 10 working days after becoming aware of it, and must describe the breach of duty in as much detail as possible.
2. If, for reasons for which VENKINTO is responsible, the provision of the service in accordance with the contract also fails within a reasonable grace period of at least 10 working days expressly to be set by the customer, the customer is entitled to terminate the contract without notice. In this case, VENKINTO is entitled to remuneration for the services rendered until the termination becomes effective based on the contract.

§ 7 Liability

1. VENKINTO assumes no liability for slightly negligent breaches of duty, provided these do not affect damage to life, limb or health. Liability for the breach of obligations, the fulfillment of which enables the proper execution of the contract in the first place and the observance of which the customer can regularly rely on ("essential contractual obligations") remains unaffected. In the event of a breach of essential contractual obligations, claims for damages by the customer are limited to the replacement of typical, foreseeable damage, up to a maximum of 50% of the contract value. The same limitations of liability apply to breaches of duty by VENKINTO's legal representatives and vicarious agents.
2. The customer must provide proof that the damage is attributable to VENKINTO's fault.
3. Claims for damages against the other contractual partner become time-barred in accordance with the statutory provisions, but no later than three years after the breach of duty or the unlawful act. This does not apply to cases in which liability is based on intent.
4. In the event of data loss, VENKINTO is only liable for the effort that would have been necessary to restore the data if the customer had properly backed it up.

§ 8 Data protection

1. VENKINTO only collects, processes and uses personal data in so far as this is necessary for the establishment, content, processing, fulfillment and change of the contractual relationship established with the customer and / or in so far as the customer consents to data collection, processing and use.
2. VENKINTO, its employees and, if applicable, subcontractors are trained on the obligation to maintain data secrecy in accordance with Section 5 of the German Federal Data Protection Act.
3. The **customer agrees** that VENKINTO uses cloud services to provide the respective services and that the customer's personal data may also be transferred to servers that are located in countries such as are operated in the USA, which do not offer the same level of data protection as the member states of the European Union.
4. In so far as the customer has given consent to the collection, processing and / or use of his data, he can withdraw his consent at any time with future effect. The recipient of the revocation is Venkinto GmbH, Alter Schlachthof 33, 76131 Karlsruhe.
5. In so far as VENKINTO processes personal data from the area of the customer in connection with the contractual services, this is done on behalf and on written instruction of the customer within the meaning of § 11 BDSG Germany. For this purpose, the contracting parties will conclude a separate contract for order data processing. The customer will inform the persons concerned, if applicable, that they will pass on their data to VENKINTO and obtain the appropriate consent.

§ 9 Confidentiality

1. VENKINTO is obliged to keep all business and trade secrets of the customer confidential that have become known in the course of its contractual activities; such secrets are all information that is not generally available.
2. VENKINTO is only entitled to publish work results with the prior written consent of the customer; in the case of publication in anonymous form, the customer's consent is not required. VENKINTO has the right to use the project including a brief description as well as the name and logo of the customer as a reference in their own physical and / or digital sales documents including their own websites.

§ 10 Prohibition of solicitation and employment by third parties

1. The customer undertakes not to woo and / or employ any VENKINTO employees or third parties employees VENKINTO uses to fulfill its contractual obligations and / or in any form, including through third parties. In particular, the customer will not commission these persons and companies with such or similar advisory services that VENKINTO also offers.
2. This prohibition applies for the duration of the contract as agreed and for further three years beyond the contract period.

§ 11 Completion of the order

1. The order placed with VENKINTO is terminated by the provision of the consulting and services owed. If VENKINTO notifies the customer in writing that all the consulting and services owed are complete, the customer can no longer request the provision of further consulting and services if he does not provide incomplete information with detailed points of complain in writing within four weeks of receiving VENKINTO's written declaration.

§ 12 Electronic invoicing

1. The client is entitled to also send invoices to the client in electronic form. The client expressly consents to VENKINTO sending invoices in electronic form.

§ 13 Final provisions

1. VENKINTO reserves the right to change these general terms and conditions subsequently. In this case, VENKINTO will notify the customer of the changes in good time (at least: four weeks) in advance. If the customer does not object to the changes four weeks after receipt of the notification, they are considered accepted by the customer. If the customer objects to the changes, VENKINTO has the right to terminate the contractual relationship with the customer extraordinarily and without notice. In the notification of the changes, VENKINTO will also inform the customer about the possibility of objection and the legal consequences of the failure to object.
2. Conflicting general terms and conditions of the customer are invalid unless VENKINTO expressly accepts them in writing.
3. Should individual provisions of these general terms and conditions be or become ineffective in whole or in part or in need of supplementation, the effectiveness of the remaining provisions remains unaffected. Instead of the invalid or supplementary provisions, the contracting parties will agree on a new regulation that comes as close as possible to the intended economic purpose.
4. The general terms and conditions are subject to the law of the Federal Republic of Germany with the exclusion of the UN sales law.
5. If the customer is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction is the seat of VENKINTO, currently Karlsruhe. However, VENKINTO remains entitled to sue the customer at the general place of jurisdiction for this.