

General Terms and Conditions

for consulting, project and other services of DIP Deutsche IT und
Projektberatungsgesellschaft mbH

Last updated: October 2026

This is a convenience translation. In the event of any discrepancy, the German version shall prevail.

§ 1 Scope

- (1) These General Terms and Conditions (GTC) apply to all contracts, offers and services of DIP Deutsche IT und Projektberatungsgesellschaft mbH ("dip") towards its clients ("Client"), in particular IT and management consulting, project and programme management, conception, analysis and implementation services as well as training.
- (2) These GTC apply exclusively to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law.
- (3) These GTC apply by default to all contracts with the Client unless expressly agreed otherwise. In their current version they also apply to future contracts without dip having to refer to them again.
- (4) The Client's general terms and conditions shall not become part of the contract, even if dip does not expressly object to them or performs services without reservation in knowledge of such terms. They apply only if dip has expressly agreed to them in text form.
- (5) Arrangements deviating from these GTC may be made. They must be agreed with dip and require an express agreement in text form. Individual agreements take precedence over these GTC (Section 305b BGB).

§ 2 Offer and conclusion of contract

- (1) Offers by dip are subject to change and non-binding unless expressly designated as binding or containing a period for acceptance.
- (2) A contract is concluded by acceptance of an offer, by an order confirmation from dip in text form, by both parties signing a contract (e.g. framework or individual contract) or by commencement of the services.
- (3) The type and scope of services result from the individual contract, the offer or the service description. In the event of contradictions, the following order of precedence applies: individual contract, offer or service description, framework contract, these GTC.

§ 3 Nature and performance of services

- (1) dip performs its services as services within the meaning of Sections 611 et seq. BGB. dip owes the professional performance of the agreed activities, not a specific economic or technical result. dip owes work performance (Sections 631 et seq. BGB) only if expressly agreed as such.

(2) dip performs the services in accordance with the state of the art recognised at the time the contract is concluded, using qualified staff. dip is entitled to use subcontractors and freelancers and to replace the persons deployed, provided that the agreed qualification is maintained and legitimate interests of the Client do not conflict.

(3) Within the scope of the contract, dip determines the type, place and time of performance on its own responsibility. The persons deployed are subject exclusively to dip's right to issue instructions; they are not integrated into the Client's organisation. There is no temporary agency work.

(4) Agreed dates and deadlines are binding only if expressly agreed as binding. They are extended appropriately where dip is hindered by circumstances for which it is not responsible, in particular a lack of cooperation by the Client.

§ 4 Client's obligations to cooperate

(1) The Client supports dip in performing the services. In particular, it provides the necessary information, documents, access, systems, workplaces and contact persons in good time, completely and free of charge, and makes necessary decisions without culpable delay.

(2) The Client appoints a responsible contact person authorised to make and receive project-related declarations.

(3) The Client is responsible for the proper backup of its data and systems.

(4) If the Client fails to fulfil its obligations to cooperate, or fails to do so in good time or completely, it bears the resulting additional effort and delays. Additional effort is remunerated at the agreed rates.

§ 5 Changes to the scope of services

(1) Changes to or extensions of the agreed scope of services (change requests) require an agreement in text form.

(2) dip reviews the Client's change requests and communicates their effects on effort, remuneration and deadlines. Until the change has been agreed, dip continues to perform the services within the previously agreed scope. The effort for reviewing extensive change requests may be charged on a time-and-materials basis if agreed in advance.

§ 6 Remuneration and expenses

(1) Unless a fixed price has been agreed, remuneration is on a time-and-materials basis at the hourly or daily rates agreed in the individual contract or offer. A consulting day comprises eight hours; partial hours are charged pro rata unless otherwise agreed.

(2) Effort is evidenced by activity reports. Objections to activity reports must be raised in text form within 14 days of receipt; thereafter they are deemed accepted.

(3) Travel costs, travel time and other expenses are charged separately where agreed.

(4) All prices are subject to statutory value added tax.

§ 7 Invoicing and terms of payment

- (1) Unless otherwise agreed, dip invoices time-and-materials services monthly in arrears. Fixed prices are invoiced according to the agreed payment plans or milestones.
- (2) Invoices are due for payment without deduction within 30 days of the invoice date. No cash discount is granted.
- (3) Upon expiry of the payment period, the Client is in default without further reminder. During default, the Client owes default interest at the statutory rate (Section 288 (2) BGB) and the lump sum pursuant to Section 288 (5) BGB. The right to claim further damages is reserved.
- (4) The Client may only set off undisputed claims or claims established by final judgment. It may only exercise a right of retention insofar as it is based on the same contractual relationship.
- (5) If the Client is in default with due payments, dip is entitled, after prior notice in text form, to withhold further services until the outstanding amounts have been settled.

§ 8 Acceptance of work performance

- (1) Where work performance has been expressly agreed, the Client accepts the work result within ten working days of its provision, provided there are no material defects. Immaterial defects do not entitle the Client to refuse acceptance.
- (2) The work result is deemed accepted if the Client does not reject it in text form within this period, stating at least one material defect, or if the Client uses it productively.

§ 9 Rights in case of defects

- (1) For services, dip will re-perform services that were not performed in accordance with the contract and for which dip is responsible within a reasonable period at no additional cost, provided the Client gives notice in text form without undue delay, at the latest within two weeks of becoming aware.
- (2) For work performance, dip is initially entitled to subsequent performance, at its discretion by remedying the defect or producing a new work. If subsequent performance fails, the Client may reduce the price or withdraw from the contract in accordance with the statutory provisions. Damages are governed by § 11.
- (3) Claims for defects in work performance become time-barred twelve months after acceptance. This does not apply in cases of intent, gross negligence, fraudulent concealment of a defect, assumption of a guarantee or damage resulting from injury to life, body or health; in these cases the statutory periods apply.

§ 10 Rights to work results

- (1) Upon full payment of the agreed remuneration, the Client receives a non-exclusive right, unlimited in time and territory, to use, reproduce and modify the work results created for it (e.g. concepts, documentation, presentations) for its own internal purposes. Further rights require a separate agreement.
- (2) dip's pre-existing know-how, general methods, process models, tools, templates and experience remain with dip; dip may also use them for other clients. Confidential information of the Client remains unaffected.

§ 11 Liability

- (1) dip is liable without limitation for intent and gross negligence, for damage resulting from injury to life, body or health, within the scope of a guarantee assumed and under the German Product Liability Act.
- (2) In the event of a slightly negligent breach of material contractual obligations, dip is liable only for the damage typical for the contract and foreseeable at the time the contract was concluded. Material contractual obligations are those whose fulfilment makes the proper performance of the contract possible in the first place and on whose compliance the Client may regularly rely.
- (3) Otherwise, dip's liability for slight negligence is excluded.
- (4) dip is liable for the loss of data only up to the amount of effort that would have been required to restore the data had the Client backed it up properly and regularly.
- (5) The above limitations also apply in favour of dip's legal representatives, employees and vicarious agents.

§ 12 Confidentiality

- (1) The parties treat all confidential information of the other party that becomes known to them in the course of the cooperation, in particular trade and business secrets, as confidential and use it only to perform the contract. This obligation continues after termination of the contract.
- (2) The obligation does not apply to information that is generally known or becomes known without breach of this obligation, that was already lawfully known to the receiving party, or that must be disclosed due to legal or regulatory obligations.
- (3) Separate confidentiality agreements take precedence over this provision.

§ 13 Data protection

- (1) The parties comply with the applicable data protection provisions, in particular the General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG).
- (2) Insofar as dip processes personal data on behalf of the Client in the course of the services, the parties conclude a data processing agreement pursuant to Art. 28 GDPR before processing begins.

§ 14 Non-solicitation of staff

During the term of the contract and for twelve months after its termination, the Client undertakes not to actively solicit employees or freelancers of dip who were deployed at the Client, nor to engage them directly or indirectly without dip's consent.

§ 15 Term and termination

- (1) Term and termination are governed by the individual contract. If nothing is stipulated there, contracts concluded for an indefinite period may be terminated by either party with one month's notice to the end of a calendar month.
- (2) The right to extraordinary termination for good cause remains unaffected.
- (3) Notices of termination must be given in text form.

(4) Services performed up to termination must be remunerated.

§ 16 Use as a reference

dip names the Client as a reference only with its prior consent. Without consent, dip may describe the project in anonymised form (e.g. industry, task, approach), provided that no confidential information is disclosed.

§ 17 Force majeure

Neither party is liable for non-performance or delayed performance of its obligations insofar as this is due to force majeure (e.g. natural events, pandemics, war, strikes, official orders, failure of public communication networks). Performance periods are extended by the duration of the hindrance plus a reasonable start-up period.

§ 18 Expert sessions and online workshops (consulting formats)

(1) Service: Consulting formats are consulting services of fixed scope that can be booked via the website, in particular expert sessions and online workshops, either via Microsoft Teams, by telephone or at dip's premises in Eschborn, where offered for the format. Topic, duration and price are as stated in the respective booking form. The session is held or led by an expert designated by dip. dip owes the conduct as a service (§ 3 (1)), not a particular result; written deliverables are not included unless agreed separately.

(2) Customers: The offer is aimed exclusively at businesses within the meaning of § 14 of the German Civil Code (BGB). By booking, the customer confirms that it is acting in the exercise of its commercial or independent professional activity and provides its company name and billing address. For online workshops with several participants, the booking company is the contractual partner; it is responsible for the participant details and for informing the participants.

(3) Price: The net price stated in the booking form plus statutory VAT applies; the total amount is shown there before booking. For online workshops, the price depends on the number of participants as stated in the booking form (price for the first and for each additional participant); the maximum number of participants is also stated in the booking form.

(4) Booking and conclusion of contract: When booking, the customer names the topic, the question and preferred dates and approves the amount via PayPal. The contract is concluded when dip confirms a date in text form; if dip proposes a different date, it is concluded when the customer accepts it.

(5) Payment: On booking, the amount is merely reserved (authorised) via PayPal. It is charged only when the date is confirmed. If dip declines the request, no date is agreed or dip does not confirm within three days of the booking, dip releases the reservation in full. When the amount is charged, the customer receives a payment receipt by email. The customer receives the invoice electronically by email after the appointment; notwithstanding § 7, it has already been settled by the charge.

(6) Cancellation by the customer: The scale stated in the booking form applies. Unless stated otherwise there: the customer may cancel free of charge up to 4 hours before the start; dip then refunds the full amount and no cancellation fee is charged. Later cancellation is not possible; if the customer does not attend, no refund is made. For online workshops, the scale applies to the total amount of the booking. The time of cancellation via the link in the confirmation or of its receipt by dip in text form is decisive.

(7) Cancellation by dip: If dip cancels a confirmed date, dip always refunds the full amount. Further claims exist only in accordance with § 11.

(8) Rescheduling: The customer may reschedule a confirmed date free of charge up to the deadline stated in the booking form, otherwise up to 24 hours before the start; dip confirms the new date. After that, rescheduling is only possible with dip's consent; if dip does not consent, the cancellation terms in paragraph 6 apply.

(9) Refunds are made via PayPal to the account used for the booking; dip issues a refund receipt for them. If dip retains an amount under paragraph 6, the customer receives an invoice for that amount (cancellation fee) after the originally agreed date; it, too, has already been settled by the charge.

(10) Liability for advice: Assessments made in consulting formats are based on the customer's information and documents and on the facts apparent during the session; dip does not verify these for completeness or accuracy. Consulting formats do not replace legal or tax advice. Otherwise, the liability provisions of § 11 apply.

(11) Expert sessions take place one-to-one between the customer and the expert designated by dip; dip treats the content confidentially (§ 12). The session is not recorded.

§ 19 Final provisions

(1) Amendments and additions to contracts require text form unless a stricter form is prescribed by law. This also applies to the waiver of this form requirement. The precedence of individual agreements (Section 305b BGB) remains unaffected.

(2) The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

(3) To the extent permitted by law, the exclusive place of jurisdiction for all disputes arising from or in connection with the contractual relationship is dip's registered office. dip is also entitled to sue the Client at its general place of jurisdiction.

(4) Should individual provisions of these GTC be or become invalid in whole or in part, the validity of the remaining provisions remains unaffected. The invalid provision is replaced by the statutory provisions (Section 306 BGB).