

General Terms and Conditions (GTC)

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§ 1 General Principles of Cooperation

(1) These General Terms and Conditions govern the provision of services by OBEYA Consulting **[Legal Form]** (hereinafter referred to as "OBEYA") and form an integral part of contracts and agreements between OBEYA and the client and/or customer.

This applies regardless of any references by the client and/or customer to their own general terms and conditions or other contractual or business terms, which shall have no legal effect in the cooperation with OBEYA, even if OBEYA does not expressly object to their inclusion.

(2) In these General Terms and Conditions, the term "client" refers to any natural or legal person who signs and/or digitally signs the commissioning of OBEYA through a written agreement.

The term "customer" refers to the natural or legal person for whom or at whose premises the service is provided by OBEYA.

The term "contracting party" encompasses the client and/or customer and OBEYA.

(3) The client and/or customer shall ensure that the organizational conditions at the client's business premises, if explicitly agreed upon, allow for as undisturbed and efficient work as possible during OBEYA's fulfillment of the contract. This includes the provision of internal and/or external human resources in the course of service delivery by OBEYA, which shall be made available by the client and/or customer in accordance with the agreement to ensure smooth, effective, and timely cooperation. Any costs arising from this will be agreed upon separately and in writing.

(4) The cooperation between the contracting parties shall be characterized by a high degree of transparency, traceability, and mutual respect, requiring that OBEYA be fully informed about any prior and/or ongoing consultations - including in other functional areas of the customer - to the extent that such consultations could influence OBEYA's service delivery.

(5) The client and/or customer and OBEYA undertake to maintain unlimited mutual loyalty and a special duty of disclosure in the event of occurrences detrimental to the success of the contract.

(6) The contracting parties agree that contracts shall only be valid in written form. Oral agreements shall have no legal effect. Any deviation from the written form requirement must also be made in writing.

Changes, additions, suspensions, and terminations of contracts or individual contract components shall be expressly designated as such and must be made in writing either in paper form or electronically via digitally signed email to verify the authenticity of the sender.

(7) The date of delivery is decisive for the observance of deadlines. For electronic transmissions, the time of delivery is the time when the recipient would typically retrieve the message. If the client and/or customer fails to notify OBEYA of changes or does not do so in a timely manner, and legally significant documents from OBEYA do not reach the client and/or customer as a result, the documents shall still be deemed delivered.

Documents from OBEYA are also considered delivered if they are sent to the last known email or postal address provided by the client and/or customer, under the above conditions.

(8) Unless otherwise regulated, the contracting parties are not entitled to transfer rights and obligations from the contractual relationship to third parties without the consent of the other party.

(9) The client and/or customer must promptly notify OBEYA in writing of any changes in name or company, changes in address (relocation), and any changes in legal form, company registration number, bank or credit card connection, as well as VAT number, within 10 working days of the change.

If a change in the client's and/or customer's status is expected to make it more difficult to enforce claims or worsens their creditworthiness (e.g., relocation abroad, change of legal form, change of rating, etc.), OBEYA is entitled to suspend its performance and to make its performance dependent on the provision of a security deposit in cash or equivalent.

(10) All service contracts and other agreements are only legally binding if they are duly signed by the contracting parties and shall only obligate the parties to the extent specified in the written contractual agreement.

(11) If the client and customer are not united in one natural or legal person, written confirmation from the client, customer, and OBEYA is required.

(12) The client and/or customer undertakes to comply with all applicable legal provisions, particularly regarding anti-corruption, export controls, and sanctions. Any breach of this obligation entitles OBEYA to terminate the contract immediately and to claim damages.

(13) These General Terms and Conditions are drafted exclusively in English. In case of any discrepancies, the English version shall prevail.

§ 2 Scope of the Service Contract

(1) The scope of the service contract shall be agreed upon exclusively in writing.

The service contract is the agreement between the client and OBEYA in which OBEYA is commissioned to provide specific services within a defined scope. The service contract may consist of several documents deemed necessary to describe the scope of services.

(2) OBEYA is entitled to have the commissioned service carried out by competent third parties and/or employees, or by commercial/freelance cooperation partners, in the name and on the account of OBEYA.

(3) The client and/or customer shall ensure that all necessary resources for the fulfillment and execution of the service contract, including internal and/or external human resources provided to fulfill the service contract by OBEYA, are made available in a timely manner. This also applies to all documents, processes, and circumstances that are or become significant for the execution of the contract.

(4) The client and/or customer shall ensure that all members of management in the customer's company are informed in writing and that all employees are informed orally at least before the start of service execution.

§ 3 Reporting

(1) OBEYA commits to reporting on the progress of its work and activities, as well as those of its employees and, where applicable, its cooperation partners, to the client and/or customer.

(2) The final report on the fulfillment of the agreed service contract or the termination of the cooperation shall be delivered to the client and/or customer within an appropriate period after the conclusion of the work.

§ 4 Intellectual Property

(1) The client and/or customer is obligated to ensure that the offers, reports, analyses, expert opinions, organizational plans, project plans, requirement catalogs, performance descriptions, drafts, calculations, drawings, data carriers, and the like created by OBEYA, its employees, and cooperation partners during the fulfillment of the service contract are used solely for the specific purpose of the contract. The transfer of any documents created by OBEYA to third parties, whether for a fee or free of charge, requires OBEYA's written consent.

A liability of OBEYA towards third parties is not established by this.

(2) OBEYA retains the intellectual property rights to its services.

(3) Given that the documents and/or services created by OBEYA are the intellectual property of OBEYA, the right to use them remains exclusively for the client's and/or customer's internal purposes even after payment of the agreed fee, and only within the scope specified in the contract. There shall be no transfer of ownership of the intellectual property rights or other rights to the documents and/or services to the client and/or customer. Any further use, particularly any transfer or reproduction, requires the express written consent of OBEYA.

§ 5 Remediation and Warranty

(1) OBEYA undertakes to rectify any inaccuracies and defects in the service provided, which become apparent after the fact, within a reasonable period, provided that these defects are attributable to OBEYA.

(2) The client and/or customer is entitled to free rectification of defects if these are the responsibility of OBEYA. This entitlement expires three months after the service has been provided, accepted by the client and/or customer, or after OBEYA has submitted the final report.

(3) A reversal of the burden of proof, i.e., the obligation of OBEYA to prove its innocence regarding the defect, is excluded.

(4) The defect in the service must be apparent to a third party.

(5) If the defect occurs after the completion of the assignment or acceptance by the client and/or customer and was not obviously recognizable before the completion of the assignment, and it was not within OBEYA's sphere of influence, OBEYA is not liable for damages caused by this defect.

§ 6 Liability

(1) OBEYA and its employees act in the provision of the service contract according to generally recognized principles of professional conduct. OBEYA is liable for damages only if intent or gross negligence can be proven.

(2) The claim for damages can only be asserted within three months after the client and/or customer has become aware of the damage, but no later than three months after the service contract has been accepted or completed.

(4) It is generally accepted that OBEYA's role is advisory in nature, and OBEYA has no influence on the business success of the customer. OBEYA is therefore not responsible for the economic consequences of the decisions of the client and/or customer.

(5) If services or deliveries are provided by the client's and/or customer's own personnel or by third parties, OBEYA shall not be held liable in any way.

(6) Liability for lost profits, missed savings, financial losses, interest losses, lost or altered data, consequential damages, non-material damages, and damages resulting from third-party claims, etc., against OBEYA is excluded.

(7) OBEYA's liability is in any case limited to 50% of the agreed fee.

§ 7 Obligation of Confidentiality

(1) OBEYA, its employees, and partners involved are obligated to maintain confidentiality regarding all matters that become known to them in connection with their activities for the client and/or customer.

(2) OBEYA may only disclose reports, expert opinions, and other written statements on the results of its activities to third parties with the consent of the client and/or customer.

(3) The confidentiality obligation of OBEYA, its employees, and the partners involved also applies after the termination of the contract. Exceptions are cases where there is a legal obligation to provide information.

(4) OBEYA is authorized to process or have third parties process personal data entrusted to it in the context of the purpose of the service contract. OBEYA ensures the obligation to safeguard data privacy in accordance with the generally recognized principles of data protection, particularly applicable data protection regulations. For further details, please refer to the currently applicable version of OBEYA's Privacy Policy.

§ 8 Entitlement to Fees

(1) In return for providing its services, OBEYA is entitled to the payment of the agreed fees by the client and/or customer. The client and customer are jointly and severally liable to OBEYA.

(2) If the execution of the contract is prevented after the contract is signed, and the reasons for this lie within the sphere of the client and/or customer (e.g., cancellation), OBEYA is nevertheless entitled to the agreed fee.

(3) If the execution or continuation of the service contract is prevented for an important reason, the client and/or customer are only entitled to the services provided up to that point. However, the client and/or customer are liable to OBEYA for the reimbursement of the full amount of the original fee. This applies in particular if the previous services are obviously usable despite the termination.

(4) OBEYA may withhold the completion of its services until its fee claims have been fully satisfied. The client's and/or customer's objection to the service does not entitle them to withhold OBEYA's due payments.

(5) OBEYA is entitled to assign or transfer claims for payment and any damages claims against the client and/or customer to third parties.

(6) OBEYA is entitled, in the event of the initiation of insolvency proceedings over the company of the client and/or customer, to terminate the contract immediately upon the occurrence of such an event and to cease its services.

However, OBEYA may, in the event of insolvency, request the insolvency administrator to provide an adequate security deposit or advance payment for all claims of OBEYA. If the insolvency administrator provides the security deposit or advance payment within the notice period, the termination shall be deemed withdrawn.

(7) Expenses and costs incurred in connection with the provision of services by OBEYA are not part of the fee claim of OBEYA unless otherwise agreed in writing. In particular, travel, per diem, and accommodation costs, expenses for and at conferences, business initiation costs with third parties, and the like for the client and/or customer shall be invoiced separately by OBEYA to the client and/or customer.

§ 9 Fee Amount

(1) In principle, each service contract of OBEYA is calculated separately and invoiced according to the agreed terms of payment.

Unless otherwise agreed in writing, the amount of OBEYA's fees is based on the time spent at the current daily rate of OBEYA, excluding other expenses for travel and the like.

(2) In principle, services between the client and/or customer and OBEYA are rendered concurrently.

(3) Fees and public charges incurred in the course of the service provision by OBEYA shall be passed on exclusively to the client and/or customer. The client and/or customer shall hold OBEYA harmless in the event of third-party claims.

(4) All fees shall be determined in one of the following currencies, as agreed: EUR, USD, CHF, SGD, and are exclusive of value-added tax.

(5) Fees are payable by the due date specified in the invoice after receipt of the invoice. The invoice amount must be credited to the account specified in the invoice by OBEYA, including the corresponding reference, no later than the due date specified in the invoice. All associated costs, such as currency exchange fees, cash deposit, and transfer fees, shall be borne by the client and/or customer.

(6) In the event of default in payment, OBEYA is entitled to charge interest on arrears at a rate of 18% per annum. The client and/or customer shall bear the costs incurred in the event of default, such as fees for the involvement of collection agencies and legal fees.

(7) OBEYA is entitled to make the conclusion of the contract or the further provision of services dependent on a security deposit or advance payment.

(8) Objections to invoiced fee claims must be made in writing by the client and/or customer within 2 weeks of receipt; otherwise, the claim shall be deemed acknowledged.

§ 10 Performance Disruptions

(1) The period within which a service is to be provided by OBEYA shall be specified in the specific contractual agreements between the contracting parties. Deadlines and dates are only binding if expressly agreed upon in writing.

(2) If OBEYA is in default with part of the service due to its own fault, the client and/or customer, after the fruitless expiration of a reasonable grace period, which must be at least four weeks, has the option of obtaining substitute performance by commissioning third parties. The reimbursement of costs by OBEYA for such substitute performance is limited to one-fifth of the agreed fee for the service agreed upon with OBEYA.

(3) The client is only entitled to withdraw from the service contract if OBEYA is in default with the entire service and OBEYA does not respond in writing within 21 days after the setting of a reasonable grace period.

(4) If the service cannot be provided for reasons attributable to the client and/or customer within a reasonable grace period, OBEYA is entitled to withdraw from the contract.

(5) The client and/or customer must reimburse OBEYA for the expenses incurred for work already performed as well as for lost profits, but not beyond the agreed fee for the total delivery or service to be provided.

§ 11 Force Majeure

(1) OBEYA shall not be liable for the non-performance or delay in the performance of its contractual obligations if this is caused by events beyond its reasonable control, including but not limited to natural disasters, wars, terrorist attacks, riots, strikes, pandemics, or governmental actions.

(2) In the event of force majeure that significantly hinders or renders impossible the performance of the contract, the contracting parties shall communicate promptly and take appropriate measures to mitigate the impact. This may include the suspension of contractual obligations or an adjustment of the contract.

§ 12 Applicable Law, Place of Performance, and Jurisdiction

(1) The law applicable to the service contract, the place of performance, and the jurisdiction shall be determined by the legal form and registered office of the company.

(2) Unless otherwise agreed, the law of the country in which OBEYA has its registered office shall apply to all disputes arising from the contract with OBEYA.

(3) These General Terms and Conditions shall apply upon publication by the company.

(4) The contracting parties expressly waive the right to contest contracts on the grounds of mistake or laesio enormis.

(5) Should any provisions of these General Terms and Conditions be invalid, the validity of the remaining provisions shall not be affected.

(6) Before initiating legal proceedings, the parties undertake to attempt mediation or conciliation to resolve disputes out of court. If such efforts are unsuccessful, the dispute shall be submitted to the competent court.

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