

# Terms and Conditions for Consulting Services

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As of: [Date]

## § 1 Scope, Subject Matter of the Contract

(1) These T&C apply to all contracts between AGC Consult, Friedenstraße 59, 97072 Würzburg, Germany, (hereinafter "Provider") and its commercial customers (hereinafter "Customer") regarding the provision of consulting, analysis and conceptual services outside the scope of Software-as-a-Service.

(2) These T&C apply exclusively. Deviating terms of the Customer only become part of the contract if the Provider has expressly agreed to their validity in writing.

(3) The subject matter of the contract is the consulting services defined in the respective offer, in particular the recording and analysis of business processes, the creation of concepts and recommendations, and the presentation of results.

## § 2 Conclusion of Contract

(1) Offers of the Provider are non-binding unless expressly designated as binding.

(2) The contract is concluded by written acceptance of the offer by the Customer and receipt of this acceptance by the Provider.

(3) Components of the contract are, in the following order of precedence: (a) the written main offer, (b) these T&C.

## § 3 Scope of Services and Type of Service

(1) The specific scope of services is set out in the respective offer.

(2) The services of the Provider are services within the meaning of §§ 611 ff. BGB (German Civil Code). The Provider owes a professional, diligent performance of the service, but not a specific economic success.

(3) Recommendations and assessments expressed in the context of the consulting service represent the professional assessment of the Provider on the basis of the information available at the time of consulting. The implementation decision and its economic consequences are the sole responsibility of the Customer.

(4) Where restrictions on conversation or workshop time are agreed in the offer, these apply as an upper limit for the services included in the fixed price. Services beyond this limit require a separate agreement.

## § 4 Customer Cooperation Obligations

(1) The Customer provides the Provider in good time with the information, data and documents required for the provision of services.

(2) The Customer designates a responsible contact person and ensures that the persons designated for interviews and workshops are available in time.

(3) Delays or additional work caused by missing or delayed cooperation of the Customer are not at the expense of the Provider. The Provider reserves the right in such cases to charge additional work according to the conditions set out in the offer, provided this was announced in advance.

## § 5 Remuneration and Payment Terms

(1) The specific remuneration is set out in the respective offer. All prices are exclusive of statutory VAT.

(2) Where a fixed price is agreed in the offer, this is invoiced at 50% at project start and 50% after completion of the service (usually with the presentation of results).

(3) Follow-up services beyond the fixed price defined in the offer are billed according to the conditions set out in the offer.

(4) Invoices are due for payment within 14 days of the invoice date without deduction.

(5) In case of default, the Provider is entitled to charge default interest at the statutory rate.

## § 6 Credit Against Follow-up Engagement

(1) Where a credit clause for a possible follow-up service is agreed in the offer, the fixed price of the consulting service is credited against the costs of the follow-up service upon commissioning of the corresponding follow-up service.

(2) The credit applies only upon commissioning of the follow-up service specifically named in the offer and only if this is commissioned within a period of 6 months after completion of the consulting service, unless another period has been agreed.

## § 7 Intellectual Property and Rights of Use

(1) Concepts, analyses, reports and presentations created by the Provider in the context of the consulting service are made available to the Customer for use in internal business operations after full payment.

(2) Passing on to third parties or publication of the results requires the prior written consent of the Provider.

(3) The Provider reserves the right to use generally usable methods, concepts and findings arising or applied in the consulting context also for other engagements, provided no confidential information of the Customer is disclosed thereby.

## § 8 Confidentiality

(1) Both parties undertake to treat all confidential information of the other party obtained in the course of contract performance as confidential and not to pass it on to third parties, unless a statutory disclosure obligation exists.

(2) This obligation also applies for a period of 3 years after termination of the contract.

(3) At the Customer's request, a separate mutual non-disclosure agreement (NDA) is concluded.

## § 9 Liability

(1) The Provider is liable without limitation in case of intent and gross negligence as well as in case of injury to life, body and health.

(2) In case of slight negligence, the Provider is only liable for the violation of essential contractual obligations (cardinal obligations). Liability is limited in this case to the contract-typical, foreseeable damage.

(3) The Provider's liability for damages is limited overall to the remuneration paid by the Customer in the specific engagement.

(4) Liability for indirect damages, lost profits or consequential damages is excluded, unless intent or gross negligence is present.

(5) Recommendations and assessments of the Provider represent decision-making bases. Liability for entrepreneurial decisions of the Customer made on the basis of such recommendations is excluded.

## § 10 Contract Term and Termination

(1) The contract term is set out in the respective offer.

(2) The right to extraordinary termination for good cause remains unaffected for both parties.

(3) In case of termination by the Customer before completion of a fixed-price engagement, the Provider is entitled to remuneration for the services rendered up to that point, at minimum the first installment pursuant to § 5 para. 2.

(4) Terminations require written form (including by e-mail).

## § 11 Data Protection

(1) Insofar as personal data of the Customer or third parties is processed in the context of the consulting service, the Provider complies with the applicable data protection regulations (in particular GDPR and BDSG).

(2) Where order processing within the meaning of Art. 28 GDPR becomes necessary, the parties conclude a separate Data Processing Agreement.

(3) In the context of pure consulting services (workshops, analysis, conception), no systematic processing of personal data of third parties usually takes place. Confidential information is treated in accordance with § 8.

## § 12 Final Provisions

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

(2) Exclusive place of jurisdiction for all disputes arising from or in connection with this contract is Würzburg, provided that the Customer is a merchant, a legal entity under public law, or a special fund under public law.

(3) Should individual provisions of these T&C be or become invalid, the validity of the remaining provisions shall remain unaffected.

(4) Amendments and additions to these T&C require written form.

**Note on language:** This English version is provided for convenience only. In case of discrepancies between the German and English version, the German version shall prevail.

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