



General Terms and Conditions

Orders placed with Breitenstein Consulting GmbH & Co. KG are carried out exclusively in accordance with these General Terms and Conditions. Any conflicting terms and conditions of the client shall not apply unless and until they have been accepted in writing.

1. General Principles / Scope

1.1 The following "General Terms and Conditions" (hereinafter referred to as "GTC") apply to all legal transactions between Breitenstein Consulting GmbH & Co. KG, Sendlingerstrasse 22, 80331 Munich (hereinafter referred to as "Contractor" and abbreviated as "BSC GmbH & Co. KG") and its clients, unless otherwise required by law.

BSC GmbH & Co. KG provides services in two clearly distinct business segments:

Business segment 1: Strategic corporate and transformation consulting

This includes specialist consulting services, in particular strategic management consulting, transformation support, organizational development, strategy projects, and professional consulting for leadership teams and management teams. These services are referred to below as "consulting services."

Business segment 2: Academy and continuing education programs

This includes training services, training courses for systemic organizational development/consulting, certificate courses, coaching training courses, seminars, moderation, and other continuing education programs, regardless of whether these are conducted as in-house events, open programs, or in cooperation with other institutions. These services are hereinafter referred to as "continuing education services."

These GTC apply equally to both business segments. The assignment of the commissioned service to one of the two business segments is determined by the respective offer or order confirmation.

- 1.2 The version valid at the time of signing a cost quotation in the area of consulting services or at the time of registration for continuing education services shall be decisive.
- 1.3 These GTC also apply to all future contractual relationships, even if this is not expressly stated in supplementary contracts.
- 1.4 Any conflicting terms and conditions of the client are invalid unless they are expressly recognized in writing by BSC GmbH & Co. KG.
- 1.5 If a separate participation agreement is concluded for training services, the provisions of the participation agreement, including its annexes, shall take precedence over the provisions of these GTC. The GTC shall apply in addition, unless the participation agreement contains deviating provisions.

2. Services provided by Breitenstein Consulting GmbH & Co. KG

- 2.1 The activities of BSC GmbH & Co. KG consist of the independent provision of consulting and training services, unless otherwise agreed in individual cases.
- 2.2 No specific success is owed or guaranteed. The responsibility for implementing the measures recommended or agreed upon by BSC GmbH & Co. KG and for applying the content conveyed lies solely with the client. This also applies if BSC GmbH & Co. KG accompanies the implementation.
- 2.3 BSC GmbH & Co. KG does not advise clients on legal, tax, financial, or M&A decision-making issues. All statements on these topics are to be understood solely as the opinion of the respective consultants. BSC GmbH & Co. KG is not liable for any damages incurred by the client as a result.
- 2.4 The specific content and scope of the services to be provided by BSC GmbH & Co. KG are based on the written order. If additional or supplementary activities become necessary, BSC GmbH & Co. KG will notify the client accordingly. In this case, BSC GmbH & Co. KG will extend the order by requesting or accepting the additional or supplementary work from the client.
- 2.5 The disclosure or presentation of written documents or results from BSC GmbH & Co. KG to third parties requires the prior consent of BSC GmbH & Co. KG and shall be carried out solely in the interest and on behalf of the client. This does not include the third party in the scope of protection of the order between the client and BSC GmbH & Co. KG. This also applies if the third party bears or assumes all or part of the remuneration for the activities of BSC GmbH & Co. KG for the client.
- 2.6 The client guarantees that the expert opinions, plans, drafts, graphics, lists, and calculations produced by BSC GmbH & Co. KG within the scope of the contract will only be used for its own purposes.
- 2.7 Unless otherwise agreed upon in writing, BSC GmbH & Co. KG is entitled to name the client as a reference customer and to mention a general description of the services provided.

3. Client's duty to cooperate

- 3.1 The cooperation between BSC GmbH & Co. KG and its client is based on mutual trust and respect.
- 3.2 In the "Strategic Management and Transformation Consulting" business segment, the client undertakes to respond promptly to questions from BSC GmbH & Co. KG in order to achieve the agreed milestones. In addition, the client undertakes to inform BSC GmbH & Co. KG promptly of any changes that could affect the order.

4. Remuneration

- 4.1 Unless otherwise agreed in writing in individual cases, the services provided by BSC GmbH & Co. KG shall be invoiced and remunerated in accordance with the daily rates applicable at BSC GmbH & Co. KG, plus expenses, ancillary costs, and travel expenses. Travel expenses shall be invoiced according to actual expenditure; in the case of car use, according to the current, tax-deductible mileage allowances.
- 4.2 BSC GmbH & Co. KG is entitled to invoice reasonable advances for the services to be rendered or reasonable installment payments for services already rendered. The consultation shall commence after the first advance invoice has been settled.
- 4.3 If requested advances, installment payments, or other invoices from BSC GmbH & Co. KG are not settled or not settled in full, BSC GmbH & Co. KG is entitled to suspend further activities until the outstanding claim has been settled in full. In addition, BSC GmbH & Co. KG may terminate the agreement without notice after issuing a prior written warning with a threat of termination. In this case, BSC GmbH & Co. KG may invoice the client either for the services actually rendered up to the date of termination or, alternatively, for the agreed or forecast total remuneration less any expenses saved as a result of the premature termination of the contract.
- 4.4 Time and remuneration forecasts by BSC GmbH & Co. KG with regard to the execution of an order represent a non-binding estimate, as the time required may depend on factors beyond the control of BSC GmbH & Co. KG.
- 4.5 If the forecast time or remuneration is exceeded due to circumstances for which the client is responsible (e.g., insufficient cooperation on the part of the client), the resulting additional expenditure shall be remunerated in accordance with the applicable daily rates of BSC GmbH & Co. KG.
- 4.6 If the actual processing time exceeds the forecasted working time by more than 30%, the client shall, after being informed by BSC GmbH & Co. KG, have the option of either terminating the order and remunerating the services rendered up to that point at the agreed conditions, or continuing the order and paying for the excess working time on a daily rate basis.
- 4.7 Separate remuneration conditions apply to training services within the scope of training courses, certificate courses, and other training programs.

5. Cancellation clause

- 5.1 BSC GmbH & Co. KG usually plans consulting projects on a long-term basis and books resources several months in advance. It is therefore difficult to replace appointments that have already been made with new customers at short notice. For this reason, BSC GmbH & Co. KG requires a cancellation fee in the event of unilateral cancellation of an order or part of an order by the client. If an alternative date or service can be agreed upon by mutual consent, the cancellation fee shall not apply. If the client unilaterally cancels parts of the order that have already been agreed upon in the order, BSC GmbH & Co. KG shall be entitled to a pro-rata fee as follows:
 - 50% of the agreed fee up to 6 weeks before the date of performance
 - 75% of the agreed fee from one month before the date of performance

- 100% of the agreed fee less than one week before the date on which the service is to be provided
- 5.2 In the case of long-term consulting projects with a term of more than one year, separate cancellation regulations apply in the event of premature termination by the client. Due to the strategic planning of such projects and the long-term commitment of resources, premature termination has a significant economic impact on BSC GmbH & Co. KG. Therefore, the following scale of cancellation fees applies to services already agreed upon:
 - 50% of the agreed fee for services planned for the period of 3 to 6 months
 - 100% of the agreed fee for services planned for a period of up to 3 months
- 5.3 Regardless of the time of cancellation, costs already incurred, such as travel expenses, costs for booked event rooms, or contractually agreed on third-party services, will be invoiced in full.
- 5.4 Separate cancellation conditions apply to training services within the scope of training courses, certificate courses, and other continuing education programs.

6. Terms of payment

- 6.1 The remuneration agreed with BSC GmbH & Co. KG is a net price, which is payable plus the applicable statutory value added tax.
- 6.2 Invoices from BSC GmbH & Co. KG are due without deductions upon receipt by the client. Invoices on account, down payments, and advances must be transferred to the account specified by BSC GmbH & Co. KG no later than the 30th calendar day after the invoice date.
- 6.3 It is agreed that BSC GmbH & Co. KG is authorized to collect the remuneration to which it is entitled by direct debit during the term of the concluded order.
- 6.4 Separate payment terms apply to continuing education services within the scope of training courses, certificate courses, and other continuing education programs.

7. Liability

- 7.1 Verbal or telephone information, explanations, advice, or recommendations are provided to the best of our knowledge and belief. However, they are only binding if they are confirmed in writing.
- 7.2 Any liability or warranty for the success of services provided or measures recommended by BSC GmbH & Co. KG is excluded. This also applies if BSC GmbH & Co. KG accompanies the implementation of agreed or recommended plans or measures.
- 7.3 BSC GmbH & Co. KG shall only be liable – provided that the client is not a consumer – in cases of intent or gross negligence. The amount of liability shall be limited to the typically foreseeable damage. Claims relating to injury to life, limb, or health are not subject to any limitation of liability.
- 7.4 BSC GmbH & Co. KG shall not be liable if the damage incurred is also attributable to incorrect or incomplete information or documents provided by the client. The same applies if circumstances giving rise to liability are not reported in writing to BSC GmbH & Co. KG by the client within 14 calendar days of becoming aware of them.

8. Data protection and use of artificial intelligence (AI)

- 8.1 Data protection assurance and consent: BSC GmbH & Co. KG processes all personal data collected in the course of

providing services (in particular name, address, email address, telephone number, and data collected and provided for analysis or implementation support in the case of consulting services; in the case of training services, participant and payment data) exclusively for the purpose of fulfilling the order and in accordance with the EU General Data Protection Regulation (GDPR). The client agrees that their personal data may be stored and processed for the purpose of providing services, invoicing, and sending information about services provided by BSC GmbH & Co. KG. BSC GmbH & Co. KG shall take appropriate technical and organizational measures to ensure that the data is protected against unauthorized access. Data shall only be passed on to third parties with the express consent of the client or to the extent required by law.

- 8.2 Client's rights to information: The client or participant is entitled to receive information about the data stored about them upon request and free of charge. The client has the right to correct, delete, or block incorrect data. The request can be made informally. The prerequisite for the right to erasure is that the personal data is no longer necessary for the purposes for which it was collected, consent has been revoked (and there is no other legal basis), an objection has been lodged (and there are no overriding reasons), the data has been processed unlawfully, or erasure is necessary to fulfill a legal obligation under Union law.
- 8.3 Use of artificial intelligence (AI): BSC GmbH & Co. KG may use artificial intelligence (AI) in the provision of its services. This use is always supervised and carried out under the responsibility of qualified specialists. Where personal data is processed in AI systems, this is done exclusively in accordance with the GDPR and the requirements of the EU Artificial Intelligence Act (AI Act). Personal data is protected by appropriate technical and organizational measures. AI-generated content is labeled in accordance with transparency requirements.

9. Final provisions

- 9.1 Amendments or additions to the order or these General Terms and Conditions must be made in writing to be effective, with the exception of order extensions in accordance with Section 2.4 of these Terms and Conditions. Tacit amendments to the order or the General Terms and Conditions are excluded.
- 9.2 Should any provision of the order or these General Terms and Conditions be or become legally invalid, this shall not affect the legal validity of the remaining provisions of the order and these contractual terms and conditions. In this case, the contracting parties shall agree on a legally effective provision that comes as close as possible to the meaning and purpose as well as the economic objective of the invalid clause. The same shall apply if the order or these General Terms and Conditions contain an irregular gap that must be closed by a supplementary interpretation of the contract.
- 9.3 The place of performance for all services is Germany. The exclusive place of jurisdiction for all disputes arising from the order (including those in document and bill of exchange proceedings and in dunning proceedings) is Munich, provided that the client is a merchant, a special fund under public law, or a legal entity under public law. If the client is not a merchant, Munich shall also be agreed as the place of jurisdiction if the client does not have a place of jurisdiction in Germany at the time the action is brought, or if the client has or has moved his habitual residence and/or domicile outside Germany, or if his domicile or habitual residence is unknown.



Breitenstein Consulting GmbH & Co. KG

Sendlingerstrasse 22

80331 Munich

Phone: +49 (0)89 37021291

Email: info@breitenstein-consulting.com