

General Terms and Conditions (GTC)

volkerkuess GmbH

Effective: February 24, 2025

<https://www.volkerkuess.com/allgemeine-geschaeftsbedingungen>

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1. Scope

These GTC apply to all business relationships between volkerkuess GmbH and its customers in the version valid at the time the contract is concluded. Deviating agreements or side agreements must be made in writing.

2. Description of Services

2.1 Service Provision

volkerkuess GmbH provides engineering services in the field of Functional Safety according to ISO 26262 in accordance with the contractual agreements and exclusively remotely, unless expressly agreed otherwise in writing.

The scope of services is determined by the offer and supplemented by individual agreements.

volkerkuess GmbH provides its services exclusively as a consulting service in the form of advisory, coaching, and methodological support. The documents jointly developed

within the scope of the consulting services (e.g., Safety Plan, Safety Concept, Product or Malfunction Analyses, Development Interface Agreement) serve as a methodological guideline and starting point for the client. They do not constitute final, approvable documents.

The final creation, further development, adaptation, and approval of the developed content is the sole responsibility of the client. The ongoing adaptation of these documents during the project is necessary to ensure that they comply with the current project requirements and can be properly integrated. Liability for the final conformity or approval of the documents by third parties is expressly excluded.

The customer ensures that all technical and organizational prerequisites required for service provision are met. This includes providing access data, software tools, and storage locations.

Additional services not included in the original offer will be charged separately.

2.2 Access to Storage Locations

For the creation and editing of documents, it is assumed that the customer provides access to their storage locations (e.g., SharePoint), enabling volkerkuess GmbH to work with common Office applications (B2B access within the customer organization). Alternatively, documents can be stored on a SharePoint of volkerkuess GmbH, with the customer receiving appropriate guest access rights.

2.3 Use of Special Tools

If the creation of documentation or the execution of analyses in special tools (e.g., ILM/analysis tools) is required, the customer agrees to:

- a) Either provide a valid license for at least the duration of the collaboration plus 14 days, or
- b) Cover the costs for an appropriate license for volkerkuess GmbH.

The exact conditions will be individually agreed upon before the project begins.

2.4 Use of Artificial Intelligence (AI)

volkerkuess GmbH uses Artificial Intelligence (AI) for the creation of work products where it contributes to efficiency gains or improved results. This is always carried out in compliance with applicable data protection regulations, with the highest sensitivity for confidential data, and in adherence to confidentiality agreements or the provisions outlined in the Confidentiality section.

2.5 Additional Services

Additional services requested that are not included in the original offer will be charged separately.

3. Conclusion of Contract

3.1 A contract is concluded as soon as the customer accepts a written offer from volkerkuess GmbH or utilizes the services of volkerkuess GmbH.

3.2 Changes or additions to the contract are only binding if agreed upon in writing.

4. Payment Terms

- 4.1 Unless otherwise agreed, invoices are payable immediately upon issuance without deduction. Payment default occurs without a reminder and is subject to interest at 9 percentage points above the base rate.
- 4.2 For monthly engagements, the first invoice will be issued upon assignment, and subsequent invoices will be issued at the beginning of each respective month.
- 4.3 Individual payment terms, such as advance payments, are regulated in the offer.
- 4.4 Reverse Charge Procedure: For contracts with customers within the European Union (EU), the reverse charge procedure in accordance with Section 13b UStG applies if intra-community services are provided. In this case, the tax liability is transferred to the client and must be paid by them.

5. Customer Cooperation Obligations

- 5.1 The customer is obligated to provide all necessary information, data, and access required for the service provision in a timely manner.
- 5.2 Delays due to lack of cooperation are not the responsibility of volkerkuess GmbH. Delays are defined as exceeding deadlines specified in the project plan or contractual agreements caused by the failure to provide information, data, or access in a timely manner. This also includes delays caused by non-participation in coordination meetings or the unavailability of key project personnel.

6. Granting of Rights

- 6.1 Upon full payment, the customer receives a simple usage right to the results created as part of the service, unless otherwise agreed.
- 6.2 The usage right does not include transfer or commercial exploitation unless expressly agreed.

7. Confidentiality

- 7.1 The parties commit to mutual confidentiality of all confidential information disclosed in connection with the execution of the contract.
- 7.2 This confidentiality obligation remains in effect even after the termination of the contractual relationship.

8. Limitation of Liability

- 8.1 volkerkuess GmbH is only liable for intent and gross negligence. Liability for indirect damages or lost profits is excluded.
- 8.2 volkerkuess GmbH is not liable for damages resulting from improper use of the service results by the client.
- 8.3 The creator assumes no liability for direct or indirect damages arising from the application of the documents. The responsibility for implementing the measures and procedures described in the documents lies with the respective company and its responsible employees.

8.4 The documents and reports created as part of the service are prepared with the utmost care and professional precision to ensure the highest possible quality and completeness. They serve as recommendations or templates for implementation within the specific context of the customer's project. Liability for incomplete or missing information is excluded unless it is due to gross negligence or intent.

8.5 volkerkuess GmbH does not guarantee the acceptance of the developed documents by external certification bodies, authorities, or third parties. The client is solely responsible for the proper implementation, application, and adaptation of the consulting results.

8.6 Statutory liability applies for injuries to life, body, or health.

9. Data Protection and Order Processing (AV)

9.1 To the extent that personal data is processed, both parties commit to compliance with the General Data Protection Regulation (GDPR).

9.2 A data processing agreement (AV contract) will be concluded separately if required.

10. Use of Templates (TMPLs)

10.1 Templates (TMPLs), which are provided as part of volkerkuess GmbH's services, are intended as non-binding support for structuring and organizing specific tasks. They do not replace professional advice or project analyses and do not guarantee automatic compliance with standards such as ISO 26262. The customer is fully responsible for adapting and implementing them.

10.2 The use of templates assumes that the customer considers the specific requirements of their project and applicable laws and regulations.

10.3 volkerkuess GmbH accepts no liability for direct or indirect damages arising from the use of the templates. The customer bears sole responsibility for their application.

10.4 By using a template, the customer acknowledges the validity of the GTC applicable at the time of use.

11. Changes to the GTC

11.1 volkerkuess GmbH reserves the right to amend these GTC. Changes will be communicated to the customer in a timely manner.

11.2 The customer has the right to object within 30 days of being informed of the changes.

12. Jurisdiction and Applicable Law

12.1 The law of the Federal Republic of Germany applies. The place of jurisdiction is the registered office of volkerkuess GmbH, provided the customer is a merchant.

12.2 Deviating jurisdiction agreements must be made in writing.

13. Final Provisions

13.1 Should any provision of these GTC be invalid, this does not affect the validity of the remaining provisions.

13.2 A provision that comes closest to the economic purpose of the invalid provision shall apply instead.

14. Application of the GTC

14.1 These GTC are provided to the customer either as a PDF file (e.g., as part of an offer) or are available online at:

<https://www.volkerkuess.com/allgemeine-geschaeftsbedingungen>

By accepting the offer, the customer agrees to these GTC.