SANDRA KLINKENBERG – Advisory Business Economist
Mail: info@Sandra-Klinkenberg.de Web: www.Sandra-Klinkenberg.de Phone: +49 (0)5136 906-3677

General Terms and Conditions (GTC)

Courtesy translation of the German General Terms and Conditions. In case of doubt, the German version is the legally binding one.

1 Scope of application

1.1 These GTC apply exclusively to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB).

1.2 These GTC apply to all contracts, consulting services and other services provided by Sandra Klinkenberg (hereinafter the "Contractor") to entrepreneurs, public authorities, public institutions and other legal entities under public law (hereinafter the "Client").

1.3 Terms and conditions of the Client that deviate from these GTC are only recognised if the Contractor expressly agrees to them in writing.

2 Conclusion of contract

2.1 Offers are non-binding unless expressly declared to be binding.

2.2 A contract is concluded by written order confirmation, electronic order confirmation by e-mail, signature, or by performance of the service.

2.3 The scope of services, remuneration, term and essential contractual elements result from the offer, the service description and separate agreements.

3 Scope of services and changes

3.1 The scope of services results from the service description. Verbal side agreements are only binding if confirmed in writing or in text form.

3.2 Changes to the scope of services require a written agreement; any resulting additional costs and extensions of deadlines are borne by the Client.

3.3 Additional effort is to be remunerated at the agreed hourly or daily rate.

4 Client's duties to cooperate

4.1 The Client provides all necessary information, documents and access in good time and free of charge, unless agreed otherwise, within 10 working days of the request. If the Client reports delays, deadlines are extended accordingly.

4.2 Delays caused by a lack of cooperation extend deadlines and entitle the Contractor to invoice additional effort separately.

5 Remuneration and payment terms

5.1 Form of fee

The fee is agreed exclusively as an hourly or daily rate. Fixed lump-sum or project-based fees are not used unless expressly agreed in writing.

5.2 Hourly rate / daily rate

a) Hourly rate: billing is based on the hours actually worked.

b) Daily rate: billing is based on the days actually worked; one day is based on 8 hours.

c) Billing mode: billing is made in quarter-hour increments, starting from the first quarter-hour begun.

5.3 Travel costs and expenses

Travel costs, per diems and other expenses are reimbursed separately according to actual cost or by prior agreement. For trips abroad, additional expense allowances may be agreed.

5.4 Due date and default of payment

Invoices are payable within 14 days of the invoice date without deduction, unless agreed otherwise. In the event of default, the statutory provisions on default apply; the Contractor may charge default interest and reasonable reminder costs.

5.5 Set-off and right of retention

Set-off or retention is only permitted with undisputed claims or claims established by final judgment. The Contractor is entitled to retain work results until payment in full. This right of retention is exercised against public clients only to the extent that it is compatible with budgetary, procurement and payment regulations; in case of doubt, the Contractor is entitled to demand binding information from the Client's competent budget office or to demand reasonable security.

6 Deadlines, dates and force majeure

6.1 Agreed deadlines are only binding if confirmed in writing. Deadlines begin only once the Client has fully met its duties to cooperate.

6.2 Delays caused by the Client's lack of cooperation extend deadlines appropriately.

6.3 In the event of force majeure or other unforeseeable circumstances for which neither party is responsible, agreed deadlines are extended appropriately; the affected party informs the other party without delay and endeavours to find a reasonable alternative arrangement.

7 Liability

7.1 The Contractor's liability for slightly negligent breaches of duty is excluded, unless essential contractual obligations (cardinal obligations) are breached. In the event of a breach of essential contractual obligations, the Contractor is liable for slight negligence limited to the foreseeable damage typical for the contract.

7.2 The Contractor is liable without limitation for intent, gross negligence and for damage resulting from injury to life, body or health.

7.3 Where liability is excluded or limited, this also applies to the personal liability of employees, representatives and vicarious agents.

7.4 Notice of defects / acceptance: to avoid disputes, the Contractor recommends documenting acceptances in writing. Obvious defects must be notified in writing within 14 days of performance of the service; hidden defects without delay after discovery. If the Client fails to give timely notice, warranty claims for these defects are excluded, unless the Contractor fraudulently concealed the defect.

8 Confidentiality

8.1 Both parties undertake to keep confidential information secret and to use it only for the performance of the contract.

8.2 This obligation applies for 3 years after the end of the contract, unless statutory retention obligations stand in the way. Statutory disclosure obligations remain unaffected.

9 Data protection

9.1 The Contractor processes personal data in accordance with the statutory provisions; further information is contained in the privacy policy.

9.2 On request, the Contractor concludes a data processing agreement pursuant to Art. 28 GDPR, where required; for data protection enquiries, please use the following contact address: info@sandra-klinkenberg.de / Sandra Klinkenberg

10 Rights of use and work results

10.1 Copyright and proprietary rights

The Contractor retains all copyrights and other proprietary rights in her intellectual work, concepts, templates, presentations and other work results, unless expressly agreed otherwise.

10.2 Granting of rights of use

Any disclosure, transfer or sub-licensing to third parties requires the Contractor's prior written consent. More extensive rights of use (e.g. exclusive, transferable or comprehensive rights of adaptation) must be agreed and remunerated separately.

10.3 Pre-existing rights and know-how

The Contractor's pre-existing rights, standard methods, tools, software and know-how remain unaffected; the Client receives only the right of use to the specific work results, not to the underlying templates or methods.

10.4 Copies and ownership

Physical or digital copies are provided to the Client for use; no blanket transfer of ownership of such documents is declared. Where, in an individual case, tangible items are delivered and a transfer of ownership is agreed, this is to be regulated separately.

10.5 Refusal of surrender

The Contractor may refuse to hand over work results until payment in full; towards public clients only to the extent that this is legally compatible.

10.6 Warranty

The Contractor warrants that she is entitled to grant the agreed rights of use.

11 Term and termination

11.1 Ordinary termination

Unless agreed otherwise, a service contract may be terminated in the ordinary course by either party with 4 weeks' notice to the end of a month. For project-related agreements, the terms agreed there apply.

11.2 Extraordinary termination

The right to terminate extraordinarily for good cause remains unaffected.

11.3 Form

Notices of termination must be in writing; text form is only permitted if expressly agreed.

11.4 Consequences

Services rendered until the termination takes effect are to be remunerated; partial services already rendered are to be invoiced.

12 Contractual penalties and lump sums

Contractual penalties or lump-sum claims for damages are only effective if they were expressly agreed with a comprehensible basis of calculation.

13 Final provisions

13.1 Amendments and additions to the contract must be in writing. This also applies to the waiver of the written-form requirement.

13.2 Should individual provisions of these GTC be or become invalid, the validity of the remaining provisions remains unaffected; the parties undertake to replace the invalid provision with a valid one that comes as close as possible to the economic purpose.

13.3 German law applies; to the extent permitted, the exclusive place of jurisdiction for all disputes arising from this contract is the registered office of the Contractor.

As of: July 2026