

# **General Terms and Conditions (GTC) of GEC-Solutions**

## **1. Scope of application**

- These General Terms and Conditions (GTC) apply to all contracts between GEC-Solutions, owner: Markus Gattermann, Am Bickelacker 10, 34582 Borken (hereinafter referred to as "Contractor") and the respective contractual partner (hereinafter referred to as "Client").
- The contractor offers services in the field of engineering, consulting and interim management for companies. These T&Cs apply to all corresponding services.
- Deviating terms and conditions of the Client shall only become part of the contract if the Contractor expressly agrees to their validity in writing.

## **2. Scope of services and conclusion of contract**

- The Contractor's services are provided on the basis of an individual offer that specifies the agreed services, the fee and other conditions. A contract is concluded by written confirmation of the offer by the client.
- Changes or extensions of services require written confirmation by both parties.
- The Contractor shall provide its services to the best of its knowledge and belief. However, no concrete success is owed unless expressly agreed.

## **3. Rights of use and retention of title**

- The contractor remains the author of the reports, concepts and drafts prepared within the scope of the contract.
- The client is granted a right of use to the final work results without restriction in terms of time and space.
- The granting of these rights of use is subject to the condition precedent of full payment of the agreed remuneration.
- The Contractor is entitled to use the know-how gained in the course of the activity without restriction for other projects and customers, provided that no confidentiality obligations are violated.

## **4. Special Conditions for Engineering & Consulting**

- The services are partly based on theoretical models or simulations, which can naturally deviate from reality.
- The Client is obliged to validate the results, calculations and recommendations prepared by the Contractor by means of suitable methods before their technical implementation or use.
- The Contractor's engineering services shall not replace the testing of the final products for their suitability for their intended use by the Client.

## **5. Remuneration and payment terms**

- The remuneration for the services is based on the fee agreed in the offer. All prices are subject to the applicable statutory sales tax.
- Unless otherwise agreed, invoices are to be paid without deduction within 14 days of invoicing.
- In the event of default of payment, the Contractor shall be entitled to charge default interest in the amount of 9 percentage points above the base interest rate (Section 288 (2) of the German Civil Code).
- Travel expenses, expenses as well as material and procurement costs will be charged separately according to expenditure, unless otherwise stipulated in the offer.

**6. Obligations of the client to cooperate**

- The Client undertakes to provide all information, documents and resources required for the provision of services in a timely and complete manner.
- Delays caused by a lack of cooperation shall not be at the expense of the contractor and shall entitle him to adjust deadlines and remuneration.

**7. Cancellation and Contract Termination**

- Termination or cancellation of commissioned services by the Client is only possible in writing.
- If an order is cancelled by the Client less than 14 days before the start of the service, the Contractor is entitled to charge 50% of the agreed fee as compensation for losses.
- In the event of cancellation less than 7 days before the start of the service, the full fee will be due, unless the client can prove that no or only minor damage has occurred.

**8. Liability and warranty**

- The Contractor shall only be liable for damage caused intentionally or by gross negligence. For slight negligence, he is only liable in the event of a breach of essential contractual obligations (cardinal obligations), but limited to the typical, foreseeable damage.
- Liability for loss of profit or indirect damage is excluded.
- The Client shall be responsible for the implementation of the concepts and recommendations developed by the Contractor. There is no legal or economic guarantee of success.
- Liability for consulting errors is limited to twice the contract value, but up to a maximum of 50,000 euros.

**9. Confidentiality and data protection**

- Both parties undertake not to disclose any confidential information obtained in the course of the cooperation to third parties.
- The Contractor processes personal data exclusively in accordance with the applicable data protection regulations. Further details are regulated in the privacy policy.

**10. Final provisions**

- The law of the Federal Republic of Germany shall apply exclusively.
- The exclusive place of jurisdiction for all disputes arising from this contract is Borken, provided that the client is a merchant, a legal entity under public law or a special fund under public law.
- Changes or additions to these T&Cs must be made in writing. This also applies to the waiver of the written form clause

**11. Severability clause**

Should individual provisions of these T&Cs be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The parties undertake to replace the invalid provision with an effective provision that comes as close as possible to the economic purpose of the invalid provision.

**As of: February 2026**