

Provisions – Consulting Services

These provisions on Consulting (the "Provisions") apply in addition to the "General Provisions" of SKIDATA and take precedence over them in the event of a conflict.

1. Scope of Service

1.1. Upon the Principal's order, SKIDATA shall render consultancy services to the Principal and the Principal shall pay such consultancy services in accordance with SKIDATA's price list valid at the time. The scope of such consultancy services shall be agreed upon in each individual case.

1.2. Such consultancy services shall be rendered by SKIDATA's employees or consultants or by a suitably qualified partner company of SKIDATA. The Principal shall not be entitled to demand that any specific person be sent.

1.3. The Principal must provide SKIDATA with all and any information necessary in order to render such consultancy services, answer any questions SKIDATA may have and ensure that the Principal's employees are available and that they provide information to the required extent.

1.4. The Principal shall not acquire any industrial property rights or copyrights to the result of the consultancy services unless otherwise agreed upon in writing in the order. SKIDATA's existing industrial property rights and copyrights, if any, shall not be affected or restricted by consultancy services. Only SKIDATA shall be entitled to effect any applications for registration of property rights resulting from the consultancy services.

2. Prices

2.1. The amount of the price to be paid will be agreed upon in the individual case on the basis of SKIDATA's price list valid at the time.

2.2. If SKIDATA renders consultancy services based on an order placed by the Principal and no price was agreed upon beforehand, the services actually rendered will be invoiced in accordance with SKIDATA's price list valid at the time. SKIDATA will send the Principal the invoice including a list of the services rendered.

2.3. Unless the Parties agreed upon a lump sum for travel expenses, the Principal shall bear any travel and accommodation expenses for SKIDATA arising in connection with the consultancy services. Travel times shall be deemed to be working hours. These costs will be invoiced accordingly by SKIDATA.

3. Conclusion and Term of Contract

3.1. The Principal's orders shall come into force by a written or oral request by the Principal and acceptance of the order by SKIDATA. The order can be placed by authorised persons or employees of the Principal. The contact person designated by the Principal shall in any case be authorised to place an order. Order acceptance by SKIDATA is effected by a written order confirmation or by rendering the ordered consultancy service. SKIDATA will do its utmost to accept all orders; however, SKIDATA shall be entitled, in its sole discretion, to refuse to accept any of the Principal's orders.

3.2. This agreement shall remain valid for a period of time as agreed by the parties. If the consultancy services refer to a specific project or subject, the term of contract shall be the period required to render comprehensive consultancy services for such project or subject.

3.3. This agreement can be terminated in writing by either party without stating any reasons upon two weeks' notice as of the end of any month. The Principal must compensate SKIDATA for any services rendered and expenses incurred by SKIDATA until the effective date of such termination. SKIDATA will not repay any payment made.

4. Special Provisions: LIABILITY

4.1. SKIDATA shall accept the order for consultancy services on the basis of the information provided by the Principal and does not assume any liability for any consequences resulting from any incompleteness of such information. In addition, SKIDATA shall only be liable for any damage in connection with consultancy services caused by wilful intent or gross negligence.

4.2. SKIDATA's liability for consultancy services shall in any case be limited to the amount of the remuneration to be paid for the respective consultancy service that caused the damage. Hence, if consultancy services are rendered free of any charge apart from costs, if any, SKIDATA shall not be liable for any damages out of or in connection with such consultancy services.