

ISO-WATT™

General Terms and Conditions of

ISO-WATT – Moritz Hülsmann

Effective: May 2025

I. Scope

These General Terms and Conditions (GTC) govern all consulting and related services ("Services") provided by ISO-WATT – Moritz Hülsmann ("Service Provider") to companies within the meaning of Sec. 14 German Civil Code ("Client"). Any deviating or additional terms and conditions of the Client shall only apply if expressly accepted in writing by the Service Provider.

II. Offer and Conclusion of Contract

1. All offers are non-binding and subject to change unless expressly stated as binding in writing.
2. A contract is concluded upon the Service Provider's written order confirmation or by the Client's written acceptance of a proposal, or by commencement of Services.
3. The Service Provider's order confirmation exclusively governs the scope and content of Services.

III. Services and Deliverables

1. The Services and deliverables ("Deliverables") are defined in the offer and order confirmation.
2. The Service Provider shall exercise reasonable professional care and skill in performing Services in accordance with industry standards.
3. Any amendments, extensions or reductions to the scope, schedule or resources must be documented in a written Change Order. The Change Order shall specify adjustments to fees, timeline, and Deliverables and becomes effective only upon Client's written approval.

IV. Client Cooperation

1. The Client shall, at its own expense, provide all necessary information, documents, access, workspace, and resources required for timely performance.

2. Delays caused by the Client's failure to cooperate shall extend deadlines and may incur additional charges at the Service Provider's standard rates.

V. Fees, Expenses, and Payment

1. Fees are based on agreed hourly rates, daily rates, or fixed prices as set out in the order confirmation, plus statutory VAT.
2. Travel, accommodation, and other reasonable expenses incurred in connection with Services shall be reimbursed by the Client upon presentation of receipts. If receipts are unavailable, per-diem rates of €50/day for local, €100/day for international travel apply.
3. Invoices are payable within 15 days net from invoice date without deduction.
4. In case of default, the Service Provider is entitled to charge default interest at 9 percentage points above the applicable base rate and a fixed handling fee of €40.

VI. Term, Performance & Force Majeure

1. Agreed schedules and milestones are binding only if confirmed in writing.
2. Deadlines begin upon full clarification of technical and commercial details and receipt of any upfront payments or Client deliverables.
3. Events beyond reasonable control (including but not limited to natural disasters, war, terrorism, pandemics, strikes, lockouts, supply chain disruptions, cyberattacks, or official orders) release the Service Provider from performance for the duration of the impediment, with deadlines extended accordingly.

VII. Acceptance and Approval

1. Deliverables shall be considered accepted if the Client does not provide written comments or rejection within 10 business days after delivery.
2. Objections must detail material deficiencies; otherwise, the Deliverable is deemed approved.

VIII. Cancellation and Termination

1. Either party may terminate the contract for convenience with 30 days' prior written notice. The Client shall pay for all Services rendered and non-cancellable commitments incurred up to the termination date.
2. Either party may terminate for cause if the other materially breaches these GTC and fails to remedy within 14 days after written notice.
3. Upon termination, the Client shall return all Service Provider materials and pay all outstanding fees and reimbursable expenses immediately.

IX. Warranty

1. The Service Provider warrants that Services will be performed with reasonable skill and care.
2. Remedy is limited to re-performance of non-conforming Services; further liability is governed by Section X.

X. Liability, Indemnification, and Limitation of Liability

1. The Service Provider's total liability for direct damages under or in connection with any order shall not exceed the total fees paid under that order in the 12 months preceding the claim.
2. Neither party shall be liable for indirect, incidental, special, or consequential damages, including loss of profit, data, or business interruption.
3. The Client agrees to indemnify, defend, and hold harmless the Service Provider from any third-party claims, liabilities or expenses (including reasonable attorneys' fees) arising from:
 - a. The Client's unauthorized reproduction, disclosure or use of Deliverables;
 - b. The Client's breach of data protection obligations or unlawful processing of personal data;
 - c. Any third-party claims resulting from Client's use of Services or Deliverables in violation of this Agreement.

XI. Confidentiality

1. Each party shall keep confidential all non-public information disclosed by the other in connection with Services, including trade secrets, know-how, and client data.
2. Confidential information may only be used to perform this Agreement and not disclosed to third parties without prior written consent.
3. Confidentiality obligations survive termination for 3 years.
4. Exceptions apply to information that (a) is or becomes public without breach, (b) was known prior to disclosure, or (c) must be disclosed by law.

XII. Governing Law and Dispute Resolution

1. These GTC and any disputes arising under or related to them are governed by German law.
2. The exclusive place of jurisdiction for all disputes is the registered office of ISO-WATT – Moritz Hülsmann, unless mandatory law provides otherwise.

XIV. Miscellaneous

1. Amendments and waivers must be in writing.
2. Should any provision be invalid, the validity of remaining provisions remains unaffected.
3. Neither party may assign rights or obligations without prior written consent of the other party.