

General Terms and Conditions of Purchase of b.core consulting GmbH

1. General

The following General Terms and Conditions of Purchase (GTCP) apply to all deliveries and services that b.core consulting GmbH receives from suppliers and service providers. Deviating conditions of the supplier/service provider that are not expressly recognized are non-binding, even if they are not expressly contradicted.

2. Conclusion of Contract

Contracts between b.core consulting GmbH and suppliers/service providers are only concluded through written orders. Oral agreements require written confirmation. Orders and declarations of acceptance as well as their changes and additions must be in writing.

3. Prices and Payment Terms

The agreed prices are fixed prices or are based on time and effort according to a fixed hourly rate. Payments are made within 30 days of receipt of the invoice without deduction, unless otherwise agreed in writing.

4. Delivery Conditions

Deliveries are made according to the deadlines specified in the order. Partial deliveries require the approval of b.core consulting GmbH. The supplier/service provider must immediately notify of any delays in writing. The statutory claims in the event of a delay in delivery remain unaffected.

5. Warranty and Defect Liability

The supplier/service provider warrants that the deliveries/services are free from defects and comply with the agreed specifications. In the event of defects, b.core consulting GmbH is entitled to the statutory defect claims without reduction. The warranty period is 24 months from the acceptance of the delivery/service.

6. Liability

The liability of the supplier/service provider is governed by statutory provisions. A limitation of liability is not recognized. The supplier/service provider is particularly liable for all damages arising from the non-fulfillment of its contractual obligations.

7. Confidentiality

The supplier/service provider undertakes to treat all information obtained within the scope of the business relationship confidentially and to use it only for the contractually agreed purposes. This obligation remains in effect even after the termination of the contractual relationship.

8. Third-Party Intellectual Property Rights

The supplier/service provider ensures that its deliveries/services do not infringe third-party intellectual property rights. It indemnifies b.core consulting GmbH against all claims of third parties due to such infringements.

9. Data Protection

The supplier/service provider undertakes to comply with the statutory provisions on data protection and to indemnify b.core consulting GmbH against claims of third parties arising from a breach of these provisions.

10. Insurance

The supplier/service provider undertakes to take out and maintain adequate liability insurance with a coverage amount of at least EUR 500.000 per damage event and a maximum of EUR 5 million per year for personal injury, property damage, and financial losses. Upon request, the supplier/service provider must provide proof of such insurance to b.core consulting GmbH.

11. Force Majeure

Events of force majeure that make the fulfillment of the contract wholly or partially impossible entitle b.core consulting GmbH to postpone the fulfillment of the contract or to withdraw from the contract in whole or in part. Force majeure includes, in particular, natural disasters, war, labor disputes, and other unforeseeable and unavoidable events.

12. Final Provisions

Amendments and additions to these GTCP must be in writing. The place of jurisdiction is Essen. German law applies to the exclusion of the UN Sales Convention. Should any provision of these GTCP be invalid, the validity of the remaining provisions shall remain unaffected.

Essen, December 2024
b.core consulting GmbH