



## General Terms and Conditions (GTC) of alliantis GmbH ("alliantis")

By concluding the contract, you agree to the General Terms and Conditions of alliantis GmbH (GTCs), unless otherwise agreed.

### Scope of application

1.1 These General Terms and Conditions (GTC) apply to all services provided by alliantis GmbH to its customers.

1.2 These GTC shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the customer shall only become part of the contract if and insofar as alliantis has expressly agreed to their validity.

### Subject matter of the contract

2.1 Alliantis offers consulting services and software configuration services.

2.2 The specific scope of services is set out in the respective offer and/or the order confirmation from alliantis.

### Conclusion of contract

3.1 Offers from alliantis are subject to change and non-binding unless they are expressly designated as binding.

3.2 A contract shall only come into effect through the written order confirmation/signature by alliantis or through the provision of the service.

3.3 The place of work for the provision of the service shall be the offices of alliantis or, if necessary and after prior agreement, the offices of the customer.

3.4 Alliantis shall carry out all work within the agreed scope of the order in accordance with the customer's specifications. All project-related tasks shall mainly be carried out remotely; only if necessary shall the work be carried out on site after prior consultation or if otherwise agreed in the respective offer.

### Obligations of the customer

4.1 The customer is obliged to provide alliantis with all information and documents required for the provision of the services in full and in good time, to provide information about information and to inform alliantis of processes and circumstances that occurred before or after the commencement of the activity by alliantis and are related to the project. At the request of alliantis, to confirm in writing the accuracy and completeness of the documents submitted and information provided.



4.2 The customer shall ensure that the data and materials provided by it are free of third-party rights.

4.3 The customer shall ensure that any project infrastructure (project premises, access to the project drive, etc.) is available to alliantis as part of the project support.

#### Remuneration and terms of payment

5.1 The remuneration for the services of alliantis shall be based on the amount agreed in the contract.

5.2 Unless otherwise agreed, invoices from alliantis shall be payable without deduction within 14 days of the invoice date.

5.3 All prices are always net.

5.4. If no regulation on travel costs and travel times is agreed in the offer, the following conditions shall apply:

*All travel and accommodation costs and expenses shall be reimbursed by the customer in the amount actually incurred after submission of the relevant receipts. The choice of means of transportation shall be made by the Contractor in accordance with economic efficiency and the following general conditions:*

*2nd class or 1st class rail travel using a Bahncard 50 (which is financed by alliantis)*

*Flights up to 4h flight time economy (or comparable)*

*Flights longer than 4 hours - depending on availability - Premium Economy or Business Class*

*Compact class car rental for up to two people, subject to availability*

*Rental car from three persons of the middle class according to receipt*

*Car journeys with own car will be charged by the contractor at € 0.40 per km driven*

*Cab according to receipt*

*Use of the client's hotel contingents or max. 120 € per overnight stay incl. breakfast. During trade fairs or other special events, special arrangements can be made before booking.*

*Travel times will be charged at a minimum of 40% of the hourly rate of the respective consultant.*

#### Liability

6.1 Alliantis shall only be liable for damages caused by intentional or grossly negligent breach of



duty.

6.2 Liability for all damages resulting from gross negligence is limited to twice the order value. The order value shall be defined as the actual expenditure invoiced. Alliantis shall be liable without limitation for damage to health, body or life.

6.3 In the event of simple negligence, alliantis shall only be liable in the event of a breach of essential contractual obligations (cardinal obligations). In this case, liability shall be limited to the typically foreseeable damage.

6.4 The information and data provided by the customer or by third parties shall be checked and used by alliantis to the best of its knowledge and belief for correctness and completeness of content. Nevertheless, alliantis cannot accept any liability for the completeness and accuracy of the information and data. Alliantis is not liable for damage to software or hardware or financial losses caused by its services, unless these are due to gross negligence or willful misconduct on the part of alliantis, its vicarious agents or its legal representatives.

#### Confidentiality

7.1 Alliantis and the customer undertake to treat all information obtained in the course of the business relationship as confidential and to return or destroy it on request on termination of the project.

7.2 Alliantis undertakes to keep secret all information about the project that becomes known to alliantis in connection with the execution of the order during and after termination of the contract, unless alliantis is legally obliged to disclose it or is authorized by the customer to disclose it. In this case, alliantis shall inform the customer immediately.

7.3 Alliantis is entitled to name the customer as a reference customer. This applies in particular to inclusion in the customer list and its electronic publication on alliantis websites. Further advertising measures by alliantis shall, however, require the prior written consent of the customer insofar as they refer to the customer.

#### Recordings

8.1 Recording and use: We reserve the right to record video calls that take place within the scope of our business relationship. The recording is used for quality assurance, internal training purposes and to document the communication.

8.2 Transcription by artificial intelligence (AI): The recorded video calls can be automatically transcribed using AI-supported technologies. The resulting text data is used exclusively internally and is subject to the same data protection regulations as the original recordings.

8.3 Data protection and deletion: All recordings and transcriptions are processed in accordance with the applicable data protection regulations. The recordings will be deleted automatically and in



---

alliantis

compliance with data protection regulations after a specified maximum period of 120 days, provided there are no statutory retention obligations or other legitimate interests that justify longer retention.

8.4 Consent: By participating in a video call with us, you consent to the recording, automated transcription and deletion of the data after the aforementioned period has expired. If you do not consent to the recording, you have the right to inform us in writing in advance or to inform us during or at the beginning of the video call and we will stop and delete the recording.

#### Final provisions

9.1 The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

9.2 The place of jurisdiction for all disputes arising from or in connection with this contract is Munich, provided that the customer is a merchant, a legal entity under public law or a special fund under public law.

9.3 Should any provision of these GTC be or become invalid, this shall not affect the validity of the remaining provisions. In place of the invalid provision, a valid provision shall be deemed to have been agreed which comes closest to the economic purpose of the invalid provision.

As of: 01.01.2025