



WertFels

• [TERMS](#)

General Terms and Conditions

For consulting, project work and support provided by WertFels GmbH to businesses

AS OF

30 September 2026

Version 1.0

PUBLISHER

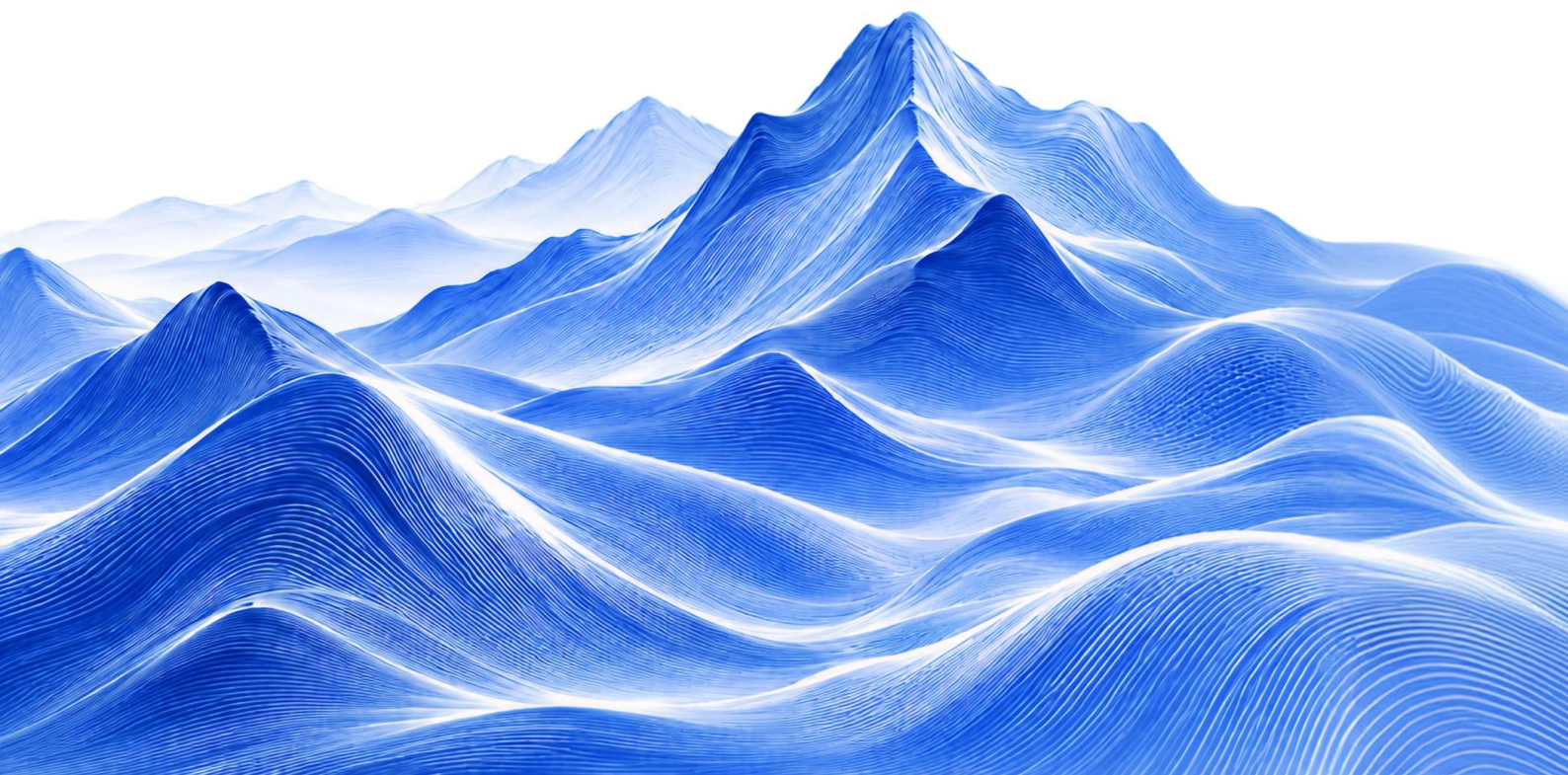
WertFels GmbH

Registered office Wiesbaden

APPLIES TO

Businesses

not to consumers



• APPLICATION

General Terms and Conditions

These terms apply to offers and orders of WertFels GmbH towards businesses. If the parties have concluded a framework agreement, it takes precedence. This English version is a translation provided for convenience. The German version shall prevail.

PROVIDER

WertFels GmbH
Schellingstraße 109a
80798 München
Registered office Wiesbaden
Local Court Wiesbaden
HRB 31625

APPLIES TO

Businesses
not to consumers

AS OF

30 September 2026
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• AT A GLANCE

01

Contract

Concluded by accepting our offer in text form or by an order referring to it.

02

Services

Competent work is owed. Work with a specific result only if expressly agreed.

03

Payment

Monthly on a time and material basis or on agreed dates, payable within 14 days.

04

Rights of use

Pass to the Customer upon full payment.

05

Liability

For slight negligence only for material obligations, limited to the damage typical for the contract.

06

Confidentiality

Mutual, for five years beyond the end of the Order.

• TERMS

General Terms and Conditions of WertFels GmbH

Scope

§ 1

- (1) These General Terms and Conditions apply to all contracts for services of WertFels GmbH, registered office Wiesbaden, Local Court (Amtsgericht) Wiesbaden, HRB 31625 (hereinafter "WertFels"), with entrepreneurs within the meaning of § 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law (hereinafter "Customer"). They do not apply to consumers.
- (2) General terms and conditions or purchasing conditions of the Customer do not apply, even if an order refers to them or WertFels does not expressly object to them. They apply only to the extent that WertFels expressly agrees to them in text form.
- (3) Individual agreements made in a specific case take precedence over these terms. If the parties have concluded a framework agreement, the framework agreement and the individual contracts based on it take precedence over these terms.
- (4) The version of these terms valid at the time the contract is concluded applies. WertFels makes previous and current versions available on wertfels.com for retrieval and storage.

Offer and conclusion of contract

§ 2

- (1) Offers from WertFels are valid for 30 days from the date of the offer, unless the offer states otherwise.
- (2) A contract is concluded when the Customer accepts an offer from WertFels in text form or places an order that refers to an offer from WertFels without changes. The content and scope of the services result from the offer (together with the acceptance hereinafter "Order").

Nature of the services

§ 3

- (1) WertFels provides its services as services under a service contract (Dienstvertrag). WertFels owes careful and competent work in line with the state of the art, not a specific result.
- (2) Work performance with a specific result owed (Werkleistung) exists only if the Order expressly designates it as such and describes the result and the acceptance criteria.
- (3) WertFels owes response times, availability or other service levels only if the Order expressly specifies them.

Performance of services

§ 4

- (1) WertFels performs the services on its own responsibility and determines the manner, place and time of performance, unless the Order provides otherwise. In doing so, it coordinates with the Customer's contact persons.
- (2) The persons deployed are subject exclusively to the instructions of WertFels. No temporary provision of personnel (Arbeitnehmerüberlassung) takes place. Technical requirements of the Customer regarding the content of the services remain unaffected.
- (3) WertFels selects the persons deployed and may use subcontractors. It informs the Customer in advance about the use of subcontractors. The Customer may object for good cause. WertFels remains responsible for their services.

Cooperation of the Customer

§ 5

- (1) The Customer provides, in good time and free of charge, all information, documents, access rights, authorisations and working equipment required for the services, and names a contact person who can take decisions or bring them about at short notice.
- (2) If the Customer fails to fulfil a duty to cooperate, or fails to do so in time or in full, WertFels notifies the Customer in text form. Agreed dates are then postponed appropriately. The Customer pays for any additional effort caused by this at the agreed rates.

Changes to services

§ 6

- (1) Either party may request changes to the agreed services in text form. WertFels informs the Customer of the effects on services, dates and remuneration. A change becomes binding only once both parties have agreed on it in text form.

Remuneration and payment

§ 7

- (1) The remuneration results from the Order. Unless otherwise agreed, services are invoiced on a time and material basis at the agreed hourly or daily rates. A daily rate covers eight hours. All prices are exclusive of statutory value added tax.
- (2) WertFels invoices monthly in arrears together with a record of activities, and for fixed prices according to the payment dates agreed in the Order. Invoices are due for payment without deduction within 14 days of receipt.
- (3) Travel time, travel costs and expenses are reimbursed where the Order provides for this.

Acceptance of work performance

§ 8

- (1) WertFels notifies the completion of a work performance in text form. The Customer inspects the work within ten working days and declares acceptance if it essentially meets the agreed acceptance criteria. Minor defects do not entitle the Customer to refuse acceptance.
- (2) If the Customer neither declares acceptance within this period nor refuses it by stating at least one defect, the work is deemed accepted. WertFels points out this consequence to the Customer when notifying completion. Productive use is equivalent to acceptance.

Defects and subsequent performance

§ 9

- (1) If WertFels fails to perform a service in accordance with the contract and is responsible for this, it performs the service in accordance with the contract within a reasonable period at no additional cost upon the Customer's request.
- (2) For work performance, WertFels remedies defects that the Customer describes comprehensibly in text form, at its option by repair or by producing the work again. If subsequent performance fails twice, the Customer may reduce the remuneration or withdraw from the Order. Claims for damages are governed by § 11.
- (3) Claims for defects become time barred twelve months after acceptance. This does not apply in cases of intent, gross negligence, fraudulently concealed defects, guarantees given and damage resulting from injury to life, body or health.

Rights of use

§ 10

- (1) For work results created individually for the Customer, in particular concepts, documentation, configurations, scripts and source code, the Customer receives a non-exclusive, transferable right of use, unlimited in time and territory, for all known types of use, including the right to modify. The Customer receives exclusive rights if the Order provides for this.
- (2) The rights pass to the Customer upon full payment of the remuneration for the respective work result. Until then, the Customer may provisionally use the work results for its own purposes.
- (3) Pre-existing tools, templates, methods and know-how of WertFels remain with WertFels. Where they are incorporated into work results, the Customer receives a non-exclusive, perpetual right of use to the extent required. Third-party software and open source software are subject to their respective licence terms.

Liability

§ 11

- (1) WertFels is liable without limitation for intent and gross negligence, for damage resulting from injury to life, body or health, for fraudulently concealed defects, for guarantees given and under the German Product Liability Act (Produkthaftungsgesetz).
- (2) In cases of slight negligence, WertFels is liable only for breach of material contractual obligations, meaning obligations whose fulfilment makes the proper performance of the contract possible in the first place and on whose observance the Customer may regularly rely. Liability is then limited to the foreseeable damage typical for the contract.
- (3) In cases of slight negligence, WertFels is liable for loss of data only up to the effort that would have been required to restore the data if the Customer had made regular and appropriate backups.
- (4) Otherwise, liability is excluded. These provisions also apply to the personal liability of employees, representatives and vicarious agents of WertFels.

Use of artificial intelligence

§ 12

- (1) WertFels may use artificial intelligence applications as tools, for example for research, documentation or code review. WertFels always remains professionally responsible for the work results.
- (2) WertFels enters confidential information and personal data of the Customer only into applications that the Customer has approved, or that contractually do not permit the provider to use the input for its own purposes and that process the data in the EU or the EEA. Customer policies on the use of artificial intelligence take precedence.

Confidentiality and references

§ 13

- (1) The parties treat as confidential all confidential information of the other party that becomes known to them in connection with the Order and use it only to perform the Order. This does not apply to information that is or becomes publicly known, that was lawfully obtained from third parties or developed independently, or that must be disclosed due to statutory or regulatory obligations.
- (2) This obligation continues for five years after the end of the Order, and for trade secrets for as long as they remain trade secrets.
- (3) WertFels names the Customer as a reference only with the Customer's prior consent in text form.

Data protection

§ 14

- (1) If WertFels processes personal data on behalf of the Customer, the parties conclude a data processing agreement pursuant to Art. 28 GDPR beforehand. WertFels takes appropriate technical

and organisational measures and notifies the Customer without undue delay of security incidents affecting the Customer's data or systems.

Regulatory requirements

§ 15

- (1) If the Customer is subject to Regulation (EU) 2022/2554 (DORA) or the German Act on the Federal Office for Information Security (BSIG), WertFels supports the Customer in meeting the requirements for its service providers. The parties agree separately on the specific obligations, for example regarding audit rights, incident reporting and support at the end of the contract. Services beyond the Order are remunerated at the agreed rates.
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Non-solicitation

§ 16

- (1) During the term of an Order and for twelve months after its end, the Customer will not, either directly or through third parties, solicit the persons deployed by WertFels at the Customer to work for the Customer. Applications in response to general job advertisements are not covered. For each culpable breach, the Customer pays a contractual penalty, the amount of which WertFels determines at its reasonable discretion and which can be reviewed by the competent court in the event of a dispute.
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Force majeure

§ 17

- (1) Neither party is liable for delays or failures caused by events for which it is not responsible, in particular natural events, pandemics, official orders, strikes at third parties or cyber attacks despite appropriate protective measures. Dates are postponed by the duration of the impediment. If it lasts longer than three months, either party may terminate the Order.
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Term and termination

§ 18

- (1) Orders run for the agreed term. Orders without a fixed term may be terminated with one month's notice to the end of a calendar month.
- (2) The right to terminate for good cause remains unaffected. For WertFels, good cause exists in particular if the Customer is more than 30 days in default of payment.
- (3) At the end of an Order, WertFels hands over the work results created and paid for up to that point. On request, it provides further support with the handover at the agreed rates. Notices of termination must be given in text form.

Final provisions

§ 19

- (1) The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods. The exclusive place of jurisdiction is Wiesbaden, provided that the Customer is a merchant, a legal entity under public law or a special fund under public law.
- (2) Should any provision of these terms be invalid, the validity of the remaining provisions remains unaffected.
- (3) This English version is a translation provided for convenience. In the event of any discrepancy, the German version shall prevail.