



# General Terms and Conditions

**Institute for Organizational Research and Consulting (ORC)**

## **Impressum / Company Details**

NexusR Group – ORC Institute

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## **1. Scope and Parties**

1.1 These General Terms and Conditions (“GTC”) apply to all services provided by the Institute for Organizational Research and Consulting (“ORC”) to business clients, including research, evaluation, consulting, training, and related deliverables. They form an integral part of every agreement between ORC and the Client.

1.2 Client terms that conflict with or deviate from these GTC shall not apply unless expressly agreed in writing by ORC. Individual agreements take precedence.

## **2. Definitions**

“Agreement” means the offer, order, order confirmation and any statements of work (SOW) together with these GTC. “Deliverables” include reports, analyses, tools, training materials, data preparations and other work results produced by ORC.



### **3. Services, Changes, Acceptance**

3.1 The scope, term and fees are set out in the Agreement. ORC may engage qualified subcontractors.

3.2 Change requests shall be documented. ORC will inform the Client of impacts on timeline, fees and quality. Changes become binding once confirmed in writing.

3.3 Where acceptance is agreed, the Deliverables shall be deemed accepted unless the Client reports material defects in writing within ten (10) business days of delivery, stating specific reasons.

### **4. Client Duties and Cooperation**

4.1 The Client shall timely provide all information, access, approvals and personnel required for performance and warrants that such use is lawful.

4.2 Delays due to insufficient or late cooperation by the Client extend deadlines appropriately and may result in additional fees.

### **5. Remuneration, Expenses, Payment Terms**

5.1 Fees are as agreed and exclusive of VAT. Reasonable travel and out-of-pocket expenses are chargeable if incurred.

5.2 Invoices are due, unless agreed otherwise, within fourteen (14) calendar days net. Statutory default interest under Sec. 288 BGB applies to late payments. ORC may suspend services until outstanding amounts are paid.

5.3 Set-off and retention rights are permitted only with undisputed or finally adjudicated claims.

### **6. Intellectual Property and Usage Rights**

6.1 All rights, in particular copyrights and other IP rights in methods, software, templates, concepts and Deliverables remain with ORC unless expressly agreed otherwise.

6.2 Upon full payment, the Client is granted a non-exclusive, non-transferable, non-sublicensable right to use the Deliverables internally for the agreed purpose. External distribution, publication or modification requires ORC's prior written consent.

6.3 Client data and materials remain the property of the Client. The Client grants ORC the rights necessary to perform the services.

### **7. Confidentiality and Reference Use**

7.1 Each party shall keep confidential all non-public information obtained in connection with the Agreement for the term of the Agreement and for five (5) years thereafter. Exceptions apply to information that becomes public without breach, is independently developed, or must be disclosed by law or court order.



7.2 ORC may name the Client as a reference (name and logo) and describe projects in anonymized form unless the Client objects in writing.

## **8. Data Protection (GDPR)**

8.1 The parties shall comply with applicable data protection law, including the GDPR. Where ORC processes personal data on behalf of the Client, the parties shall conclude a data processing agreement pursuant to Art. 28 GDPR.

8.2 ORC will implement appropriate technical and organizational measures to protect personal data.

## **9. Liability**

9.1 ORC is liable without limitation for intent and gross negligence and for damages resulting from injury to life, body or health. Mandatory liability, e.g., under the German Product Liability Act, remains unaffected.

9.2 In cases of simple negligence in breaching essential contractual obligations (cardinal duties), ORC's liability is limited to typical, foreseeable damages and, per engagement, capped at the net remuneration payable for the respective engagement.

9.3 ORC is not liable for loss of profit, indirect or consequential damages unless Sec. 9.1 applies. No guarantee of specific business outcomes is given.

## **10. Professional Standards; No Legal/Tax/Medical Advice**

ORC provides services in accordance with recognized professional standards of work and organizational psychology and management consulting. The services do not constitute legal, tax or medical advice.

## **11. Force Majeure**

Neither party is liable for non-performance due to events beyond reasonable control (including natural disasters, war, terrorism, epidemics/pandemics, governmental actions, labor disputes not caused by the affected party, major utility/internet outages, supplier failures or severe cyber incidents). Deadlines are extended accordingly.

## **12. Term and Termination**

12.1 The Agreement runs for the agreed project term unless otherwise stipulated.

12.2 Either party may terminate for good cause with immediate effect, including material breach after an appropriate cure period or persistent non-payment. Fees for services rendered and committed costs remain payable.

## **13. Dispute Resolution, Governing Law, Venue**

13.1 The parties shall first seek amicable resolution, preferably via mediation.



13.2 These GTC are governed by German law, excluding conflict-of-law rules and the UN Sales Convention (CISG).

13.3 The exclusive place of jurisdiction, to the extent permitted by law, is the registered seat of ORC in Munich.

#### **14. Amendments and Written Form**

Amendments, supplements and waivers require at least text form (e.g., email) unless written form is agreed (Sec. 126 BGB).

#### **15. Order of Precedence**

In case of conflict, the following order applies: (1) individually signed order, (2) statement of work, (3) these GTC, (4) ORC offer, (5) Client purchase order.

#### **16. Severability**

If any provision is or becomes invalid or unenforceable, the remaining provisions remain unaffected. A valid provision closest to the economic intent shall replace it.

#### **17. Language**

These GTC are provided in English. A German version can be provided upon request. In case of discrepancies, the version designated as prevailing in the Agreement shall govern.

*Version: October 2025*