XLNC Leadership GmbH
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www.xlnc-leadership.com

General Terms and Conditions

1. Principles

The business relationships between XLNC Leadership GmbH and its clients are governed exclusively by the following General Terms and Conditions. Deviations from these terms and conditions are only effective if these are confirmed in writing.

2. Scope of application

The services of XLNC Leadership GmbH are performed independently and in cooperation with freelance consultants. The contractor hereby agrees to this. The scope and form of services are determined based on the individual circumstances and agreed in writing.

3. Prices and expenses

All services to be provided must be specified in an offer and agreed in writing with the client. Expenses (travel and accommodation costs) shall be borne by the client. XLNC Leadership GmbH observes the principles of cost efficiency (rail travel in second class, air travel of up to four hours in economy class, hotel accommodation in four-star hotels; these restrictions apply insofar as such options are available and more cost-efficient than higher classes. Travel by private car will be invoiced at EUR 0.60 net per kilometer).

4. Terms of payment

All interim invoices and invoices issued are due immediately and payable within 30 days of receipt by the client.

5. Obligations to cooperate

The client is obliged to describe their order in detail (including type, scope, deadlines) and is bound by this description. Requested data, documents or information must be provided in a timely, complete and comprehensive manner at all times. Any current changes must be communicated immediately.

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6. Cancellation policy

Binding appointments that are cancelled less than 4 weeks before the service is provided will be charged at 35% of the costs incurred. Appointments that are cancelled less than 2 weeks before the service is provided will be charged at 50% of the costs incurred. Appointments that are cancelled less than 1 week before the service is provided will be charged at 80%. Appointments cancelled less than 72 hours before the service is provided will be charged at 95%. The client is free to prove that the damage was less and to pay compensation only to that extent. Furthermore, if the client is personally unable to attend, they have the right to provide a replacement participant, with the rest of the contract remaining unchanged.

The aforementioned cancellation fees are calculated on a net basis, i.e. without VAT. In all cases, however, any costs incurred for cancellations of already booked train journeys, flights, hotels or rental cars shall be added.

If XLNC Leadership GmbH cancels bindingly agreed appointments, no costs shall be incurred. Any costs for travel or accommodation shall be borne by XLNC Leadership GmbH itself.

7. Liability

XLNC Leadership GmbH shall only be liable for intent and gross negligence. Furthermore, XLNC Leadership GmbH shall be liable for the negligent breach of obligations whose fulfilment is of particular importance for the proper execution of the contract and on whose compliance the client regularly relies. In the latter case, however, XLNC Leadership GmbH shall only be liable for foreseeable damage typical for this type of contract. It shall not be liable for slightly negligent breaches of duties other than those specified in the preceding sentences. The above exclusions of liability shall not apply in the event of injury to life, body or health.

8. Confidentiality

XLNC Leadership GmbH stores and processes the client's personal data in compliance with the applicable legal provisions exclusively for the purpose of fulfilling and executing the agreed contract. The client has the right to obtain information about the data stored by XLNC Leadership GmbH at any time and to have this data changed or deleted.

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9. Copyrights

All documents/works of XLNC Leadership GmbH are protected by copyright and may not be reproduced in any way, even in part, or used beyond the scope of the contract without the prior written consent of XLNC Leadership GmbH. If copyright notices and/or brand names and/or other information are included in the content, these may not be changed and/or removed.

10. Place of jurisdiction

For disputes arising from contractual relationships with merchants, legal entities under public law or special funds under public law, the place of jurisdiction is the registered office of XLNC Leadership GmbH. In this respect, the law applicable in the Federal Republic of Germany shall apply.

Creation date: These General Terms and Conditions are current as of December, 2nd 2025.