General Terms and Conditions

Benjamin Jesuiter – IT Consulting

Document	Version	Effective from	Last updated
Terms	1.0	12 December 2025	12 December 2025

---

§ 1 Scope

1. These General Terms and Conditions apply to all contracts between Benjamin Jesuiter (the **Contractor**) and his clients (the **Client**) for IT services, particularly web development, maintenance and consulting.
2. Any differing terms of the Client are excluded unless the Contractor expressly agrees to their application in writing.
3. If these terms conflict with an individual contract, the individual contract prevails.

---

§ 2 Formation of contracts and project agreements

1. Formation of contracts A contract is formed when the Client places an order and the Contractor confirms it. Text form, such as email, is sufficient.

2. Project agreements In addition to ongoing contracts such as maintenance agreements, the parties may enter into separate project agreements for larger assignments, such as redesigns, new development or extensions. These terms apply accordingly unless the project agreement expressly provides otherwise.

3. Fixed price and time-based billing Project agreements may be based on time spent at an hourly rate or on a fixed price. The project agreement specifies the billing method.

4. Dependence on framework agreements If the parties have a framework agreement, such as a maintenance agreement, and project agreements based on it, any ongoing project agreements end automatically when the framework agreement ends, unless the project agreement provides otherwise.

§ 3 Fees and invoicing

1. Fees The applicable individual contract determines the fees.

2. Billing increments Where billing is based on time spent, working time is billed in **15-minute increments** unless otherwise agreed.

3. Payment due date Invoices are payable in full, without deduction, within **14 days** of the invoice date unless otherwise agreed.

4. Estimates Estimates are non-binding unless expressly identified as binding. If the Contractor expects a substantial overrun of more than 15%, the Contractor will inform the Client without delay.

---

§ 4 Rights of use and ownership

1. Grant of rights Upon full payment of the fees, the Client receives the exclusive right to use the custom works created for the Client, such as websites, software and designs, without restrictions as to time, territory or scope of use.

2. Handover When the contractual relationship ends, the Contractor must hand over the current source code and all associated access credentials to the Client.

3. Reuse (tools of the trade) The Contractor retains the right to reuse generic, non-client-specific code, design structures, components such as menu logic, galleries and layout grids, and algorithms developed or used in a project for other projects and clients. The Client's distinctive look and feel, including colors, logos and images, remains unaffected and protected.

4. Retention of rights All rights in the works remain with the Contractor until all amounts owed under the contractual relationship have been paid in full.

---

§ 5 Confidentiality and data security

1. Confidential information The Contractor must keep all non-public information received during the engagement confidential. This includes in particular:

- Access credentials, including SFTP credentials, hosting logins and API keys

- The Client's business information

The duty of confidentiality continues for **two years** after the contractual relationship ends.

2. Use of access rights If the Contractor receives credentials that grant permissions beyond the agreed work, such as administrator access to a hosting account, the Contractor will carry out only actions directly related to the subject of the contract. The Contractor must obtain the Client's prior consent for any other activity. If the Client explicitly requests a task that requires elevated permissions, such as creating a new email account, that request constitutes consent to use those permissions for that task.

3. Secure storage Access credentials are stored exclusively in an encrypted password manager and may not be shared with third parties.

4. Deletion at the end of the contract When the contractual relationship ends, the Contractor deletes all stored access credentials without delay.

---

§ 6 Client cooperation

1. The Client must provide the Contractor with all information, materials and access needed to perform the assignment in a timely manner.
2. The Client must appoint a contact person available to answer questions and give approvals.
3. The Contractor is not responsible for delays caused by the Client's lack of cooperation. Such delays may result in adjusted deadlines.

---

§ 7 Termination

1. Ordinary termination Unless the individual contract provides otherwise, either party may terminate an ongoing contract in text form, such as by email, by giving **four weeks' notice effective at the end of a month**.

2. Termination for cause The right to terminate for good cause remains unaffected.

3. Consequences of termination

- The Client must pay for services already performed.

- Advance payments for services not performed are refunded proportionally.
- The handover obligations under § 4(2) continue to apply.

---

§ 8 Liability

1. The Contractor is liable without limitation for damage resulting from death, bodily injury or harm to health, and in cases of intent or gross negligence.
2. In cases of slight negligence, the Contractor is liable only for breach of material contractual obligations. In those cases, liability is limited to foreseeable damage typical of the contract.
3. In cases of slight negligence, liability for indirect damage, particularly lost profits, is excluded.

---

§ 9 Final provisions

1. Amendments Amendments and additions to these terms must be made in text form. The same applies to waiving this requirement.

2. Severability If any provision of these terms is or becomes invalid, the remaining provisions remain effective. The parties agree to replace the invalid provision with a valid provision that comes as close as possible to the economic purpose of the invalid provision.

3. Governing law The law of the Federal Republic of Germany applies.

4. Jurisdiction If the Client is a merchant, a legal entity governed by public law or a special fund governed by public law, the Contractor’s place of business is the place of jurisdiction for all disputes arising from the contractual relationship.

Version 1.0 – December 2025