



Communications

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Standard Terms and Conditions

Version 1.0

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This document presents TLCommunications 'Standard Terms and Conditions' for professional and specialist independent consulting services, which apply in all situations, unless specifically stated and agreed to contractually between TLCommunications and the Client, as per signed agreement/contract.

1 General

- "Consultant" refers to TLCommunications.
- "Client" refers to the client/customer of TLCommunications, as per formal appointment and agreement for professional consulting services rendered.
- Quotations issued are generally valid for a period of 30 days, unless otherwise specified in a quotation/proposal submitted by the Consultant to the Client
- Both Client and Consultant agree to cooperate with each other in connection with the services pursuant to a written agreement/contract signed by both Consultant and Client or described in the purchase order or similar with reference to a written quotation/proposal. This includes the necessary and timeous exchange of information and data required by the Consultant to fulfill the Services aforementioned.

2 Agreement

- Formal appointment will be considered in terms of a signed agreement, contract or purchase order issued by the Client, countersigned by the Consultant.
- The terms of agreement will typically be defined in a written agreement/contract signed by both Consultant and Client or described in the purchase order or similar with reference to a written quotation/proposal.
- Signed agreements/contracts shall be binding upon the Client and Consultant and upon their respective successors and assigns, unless otherwise stated in writing.

3 Services and Timeframes

- Professional consulting services (scope and tasks) and timeframes for deliverables/delivery services will be specified in all quotations/proposals submitted by the Consultant to the Client.
- The scope of services/tasks and timeframes will be as agreed to between the Consultant and Client in writing, or as defined in a written agreement/contract signed by both Consultant and Client.
- Any relevant exclusions to the scope of services shall be clearly stated in a written quotation/proposal and defined in a written agreement/contract signed by both Consultant and Client.
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- The Consultant reserves the right to review, update and issues a revised quotation/proposal should the scope of services, timeframes for delivery, fees and expenses, or any other significant change need to be made in the event of the period of validity of the quotation be exceeded, delays in appointment/receiving requested information affect delivery timelines or where a change in scope/tasks be required. This will be subject to mutual and written confirmation and agreement between the Consultant and Client.
- The Consultant shall not reassign its services/duties without the prior written consent from the Client.
- The Consultant shall carry out the required duties in an expert and diligent manner and to the best of its ability and shall promptly and faithfully comply with all lawful and reasonable requests which may be made by the Client.

4 Format of Deliverables

- All deliverables will be shared with the Client in electronic format (e.g. MS Word, PDF) via email or other electronic file-sharing service, subject to mutual agreement between the Consultant and Client.
- No hard copies will be provided by the Consultant and no printing of reports/documents will be performed, unless otherwise stipulated in an approved written quotation/proposal, written agreement/contract signed by both Consultant and Client or described in the purchase order or similar with reference to a written quotation/proposal.

5 Fees and Expenses

- Professional consulting (labor) fees and any related expenses will be specified in quotations/proposals submitted by the Consultant to the Client and typically defined in a written agreement/contract signed by both Consultant and Client or described in the purchase order or similar with reference to a written quotation/proposal.
- The Consultant is solely and exclusively responsible for the satisfaction of the Consultant's own country/state income tax and sales tax (Value Added Tax: VAT).
- Note that TLCommunications is registered as a small business in Germany ('kleines Unternehmen' or 'KU') and is exempt from sales tax / VAT as the company complies with the KU regulation according to §19 of the UStG ('Umsatzsteuergesetz' or Value Added Tax Act) in terms of defined annual turnover limits. This also applies across EU member countries.

6 Invoicing and Payment

- Invoices will be submitted by the Consultant to the Client upon completion of the Services rendered.
- All invoices will be submitted as 'E-Invoices' in an acceptable/standard via email, unless otherwise stipulated in a written agreement/contract signed by both Consultant and Client or described in the purchase order or similar with reference to a written quotation/proposal.
- Payment terms are strictly 30 days from the date of invoice, unless otherwise agreed to between Consultant and Client and defined in a written agreement/contract signed by both Consultant and Client.
- Payment of invoices shall be subject to the Consultant's delivery of all deliverables in a form and substance satisfactory to the Client.



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7 Termination and Severability

- Consultant and Client may terminate any agreement/contract with thirty (30) days prior written notice given, unless otherwise stipulated in a written agreement/contract signed by both Consultant and Client or described in the purchase order or similar with reference to a written quotation/proposal.

8 Indemnification / Limitation of Liability

- Unless otherwise stated in a written agreement/contract signed by both Consultant and Client, in no event shall either Consultant or Client be liable to the other party for any indirect, incidental, consequential, special or exemplary damages, including without limitation, business interruption, loss of or unauthorized access to information, damages for loss of profits, incurred and arising out of the services provided under a formal signed agreement, even if advised of the possibility of such damages.

9 Confidentiality

- All forms of information and data shared between the Consultant and Client shall be considered as “Confidential” unless otherwise stated in writing. This may extend to information that relates to the Client’s past, present and future business activities, services, research, development, technical knowledge, agreements, summaries, extracts and copies derived therefrom, including project-specific documentation/information.
- Confidential Information/Data shall be treated as such, unless otherwise indicated by the Client in writing at or after the time of disclosure to the public.
- The Consultant shall be bound by a confidentiality obligation and will act in a manner to ensure protection of the confidentiality of this information, which includes non-disclosure of said information to any other person or entity beyond the Client.
- The terms of this confidentiality shall extend indefinitely unless said information becomes publicly available or in the event that either Client or Consultant is compelled by any applicable law, regulation or legal process to disclose information to the extent legally permitted and in cooperation with each other.

10 Intellectual Rights

- The Consultant agrees that any materials, data, information, reports or documents produced and delivered to the Client as part of the services rendered (as per signed written agreement/contract), shall be considered the intellectual property of the Client and may not be used for any other purposes, transferred or shared further.
- The Consultant shall have no ownership or copyright in the Client’s materials, nor in the intellectual property contained therein, nor in the delivery formats, whether electronic, print or any other form.
- The Client shall have no rights in any of the Consultant’s intellectual property that is not developed specially for the Services pursuant to this Agreement.

11 Independent Status

- Generally, the Consultant shall remain independent unless otherwise stipulated in a written agreement/contract signed by both Consultant and Client



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- The Consultant's relationship with the Client will be that of an independent consultant and not that of an employee.
- Contractual agreements made between the Client and Consultant shall not constitute a joint relationship or partnership

12 Illness, Accident and Force Majeure

- In the case of illness or accident or a case of 'Force Majeure' preventing the Consultant from performing the services required, the Consultant shall promptly notify the Client in writing of impediment.
- Generally, the Consultant shall not be liable, nor shall any credit or other remedy be extended, for the Consultant's failure, in whole or in part, to fulfill its obligations under the Agreement where such failure arises from or in connection with causes beyond the Consultants control, including, but not limited to, acts of God, flood, extreme weather, fire or other natural calamity, terrorist attack, any law, order, or regulation or action of any governmental entity or civil or military authority, power or utility failure, cable cuts, unavailability of rights-of-way, national emergencies, riots, wars, strikes, lock-outs, work stoppages, or other labor difficulties (each to be considered a "Force Majeure Event").
- If a Force Majeure Event occurs during the term of any service agreement, the Consultant shall be excused from obligations and performance.

13 Communication and Notifications

- All correspondence and notifications (including notices, bills, invoices, information requests, clarifications, deliverables including reports and data) will be in writing, which includes email or registered letter by post.
- Verbal notifications will not be considered unless conformed in writing.
- The above applies unless otherwise stated in a written agreement/contract signed by both Consultant and Client or described in the purchase order or similar with reference to a written quotation/proposal.

END