



General Terms and Conditions

CCC Interim Leadership | Kai Künstler

Effective: August 1, 2025

1. Scope of Services

The consultant provides freelance interim management and consulting services with a focus on companies in the MedTech and medical devices industry.

Typical areas of engagement include mandates as Managing Director, General Manager, Business Unit Head, or Commercial Leader with the goal of temporarily stabilizing, transforming, or developing business units or organizational entities.

No guarantee of success is given. The specific scope of services is defined individually in each mandate.

2. Liability

The consultant shall only be liable for damages caused by intentional or grossly negligent conduct. Liability for slight negligence is excluded to the extent permitted by law.

Liability is limited to the typical, foreseeable damage and does not exceed the agreed net fee of the respective individual mandate.

Further claims for damages – especially for indirect damages or lost profits – are excluded.

3. Consultant Status

The consultant acts independently, autonomously, and is not subject to instructions.

No employment relationship exists between the client and the consultant under labor, social security, or tax law.

There is no integration into the client's business organization.

4. Client's Duties to Cooperate

The client agrees to provide the consultant with all information, documents, access, and decisions required for the performance of services in a timely, complete, and unsolicited manner.

Delays or additional effort caused by insufficient cooperation shall be borne by the client and may be charged separately.

5. Compensation and Payment Terms

Compensation is based on individual agreements.

Invoices are payable within 14 days from the invoice date without deduction.

In the event of late payment, the consultant is entitled to charge statutory default interest (§ 288 BGB) and claim any reminder fees.

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6. Confidentiality

Both parties undertake to treat all confidential information obtained during the course of the collaboration as strictly confidential and not to disclose it to third parties.

This obligation remains in effect beyond the term of the contract.

Confidential information includes all data labeled as such or whose confidentiality is evident from the circumstances – including business, technical, strategic, or personal data, as well as the content of electronic communications.

7. Jurisdiction and Applicable Law

For all disputes arising from this contractual relationship, Hamburg shall be the exclusive place of jurisdiction, where legally permissible.

German law shall apply, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

8. Severability Clause

Should individual provisions of these GTC be or become invalid or unenforceable, the validity of the remaining provisions shall remain unaffected.

The parties agree to replace the invalid provision with a legally permissible one that most closely reflects the economic intent of the original provision.