

Terms and Conditions

1. Scope

1.1 These Terms and Conditions apply to all market and social research projects undertaken by kante, as well as to any future projects of this kind.

1.2 Any deviating terms and conditions of the Client shall not apply if they conflict with kante's Terms and Conditions.

1.3 Amendments or additions are only valid if confirmed in writing by kante.

2. Subject Matter of the Contract

kante provides qualitative research and consulting services in accordance with recognized standards and professional principles of market and social research. kante supports Clients in making informed decisions but does not make such decisions on their behalf.

The exact scope of services is defined in the respective proposal or contract.

3. Proposal

3.1 kante generally prepares a written proposal outlining the research approach, services, timeline, and fees.

3.2 The proposal is provided solely for the Client's decision-making regarding commissioning and may not be shared with third parties without kante's prior consent.

3.3 Any changes to the project after the contract has been concluded must be confirmed in writing by kante.

4. Fees

4.1 The fee stated in the proposal covers the services described therein. Additional services will be charged separately.

4.2 Costs that could not reasonably be foreseen at the time of contract conclusion and are not attributable to kante may be charged separately.

4.3 Travel expenses, per diems, and, where applicable, accommodation costs

shall be invoiced separately if not included in the proposal.

4.4 All fees are payable immediately upon receipt of invoice. In the event of default, kante is entitled to charge default interest at eight percentage points above the base rate and may withhold services.

5. Project Execution

5.1 kante conducts projects in accordance with recognized professional standards.

5.2 Parts of the project may be subcontracted, provided that quality standards are maintained.

5.3 Agreed timelines will be observed as far as possible. In cases of unforeseen circumstances (e.g., force majeure), kante is entitled to adjust timelines accordingly.

5.4 Delays caused by late approvals or missing documentation from the Client may affect the project schedule and potentially the costs.

5.5 Changes to the sample specification after final approval of the screener will incur a flat fee of €500. Participants already recruited by that time will be charged in full.

6. Reporting

6.1 kante provides results in the agreed format (e.g., written report, presentation, or other formats).

6.2 Results are prepared carefully and in accordance with scientific and professional standards.

7. Intellectual Property

7.1 All services provided (including designs, guides, reports, presentations) remain the intellectual property of kante.

7.2 Clients receive the right to use the results exclusively for internal purposes. Publication, distribution, or reproduction requires kante's prior written consent.

8. Confidentiality and Data Protection

8.1 kante treats all Client information as confidential.

8.2 Personal data will only be collected, processed, and stored as necessary and always in compliance with applicable data protection laws.

8.3 kante employees and subcontractors are bound by confidentiality obligations.

9. Liability

9.1 kante is liable for intent and gross negligence. For ordinary negligence, kante is only liable for breaches of essential contractual obligations.

9.2 In cases of ordinary negligence, liability is limited to foreseeable damages typical of the contract.

9.3 This limitation of liability does not apply in cases of injury to life, body, or health.

9.4 kante is not liable for the Client's decisions made on the basis of research results.

10. Use of Research Results

10.1 Results may only be used for the agreed purpose.

10.2 Results may only be shared with third parties in full and unaltered form, unless kante has given prior written approval.

11. Cancellation and Termination

11.1 Both parties may terminate the contract for good cause.

11.2 If the Client terminates without good cause, kante is entitled to payment for services rendered up to that point as well as reimbursement of costs incurred.

11.3 If a project is cancelled after commissioning, kante reserves the right to charge up to 50% of the agreed fee, depending on the timing of cancellation and the work already performed.

12. Governing Law and Jurisdiction

12.1 All contracts are governed by German law.

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12.2 The place of jurisdiction is Berlin, unless otherwise agreed.

13. Severability Clause

Should individual provisions of these Terms and Conditions be or become invalid, the validity of the remaining provisions shall not be affected