
General Terms and Conditions of ift Rosenheim ConTec GmbH





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§ 1 Scope of Application

- (1) These General Terms and Conditions shall apply to all business relations concluded by ift Rosenheim ConTec GmbH (hereinafter referred to as ConTec) with its clients (hereinafter referred to as Client).
- (2) The present Terms and Conditions are applicable solely to Clients who are entrepreneurs within the meaning of § 14 BGB (German Civil Code). With regard to Consumers (§ 13 BGB), the relevant legislation will be applied.
- (3) Any terms and conditions stipulated by Client and deviating from these Terms and Conditions shall become part of the contract solely if ConTec has recognized them expressly in writing.

§ 2 Conclusion of Contracts

Upon request of the Client, ConTec shall submit an offer to the Client regarding the requested services, provided that they are within the scope of ConTec's services. The contract between the Client and ConTec shall be concluded if the Client accepts the offer of ConTec without any changes/additions within the period specified by ConTec and agrees to these General Terms and Conditions. Any individual agreements shall remain unaffected thereby.

§ 3 Prices/Remuneration/Terms of Payment

- (1) Payment shall be made at ConTec's tender prices, which are net prices plus the applicable value added tax. If VAT changes during performance of the contract, the VAT applicable at the date of providing the last service shall be

applied. In addition, the Client shall reimburse ConTec for all expenses incurred by ConTec in connection with the execution of the order (e.g. travel expenses, hotel expenses, etc.). If the offer does not contain a separate provision in this regard, the expenses shall be reimbursed in the amount of the costs actually incurred and to be proven by ConTec.

- (2) ConTec has the right to request advance payments prior to the provision of services or partial payments based upon the progress of the services provided.
- (3) The total costs, including credit for the advance payments and/or partial payments made, shall be invoiced upon completion of provision of services.
- (4) Invoices, including claims for advance payments and/or partial payments, shall be settled within 14 days as of the date of the relevant documents and shall include the applicable VAT. If Client fails to settle the respective amount within such period, Client will be considered as being in default of payment without any further notification given by ConTec.
- (5) In case of late payment, ConTec shall be entitled to claim default interest at the statutory rate. ConTec reserves the right to prove and claim any further damage caused by the delay.

§ 4 Requirements for Performance of Service

- (1) If advance payment for the total order sum or for parts thereof has been agreed, ConTec shall have the right to commence with provision of services only after receipt of payment.
- (2) In case of incomplete or late completion of forms/handling over of documents, ConTec shall be entitled to cancel any agreed date for the performance of services and to charge the Client for the resulting damage.

§ 5 Postponement of Dates by Client

- (1) Client shall be obliged to immediately notify ConTec in writing, should Client not be in a position to keep the appointment agreed with ConTec and reserved for Client (postponed date).
- (2) Client shall also be obliged (regardless of any individual case) to pay fees for the postponement amounting to 20 % of the gross order sum.
- (3) Notwithstanding the fees pursuant to subsection (2) above, ConTec shall be entitled to prove and demand compensation for any expenses, costs and/or damages already incurred in excess thereof.

§ 6 Private Expert Opinions

In the case of private expert opinions prepared by ConTec for the Client, it is possible that the ConTec expert will be summoned by the court as an expert witness in a subsequent litigation. ConTec is legally bound to release the expert for the hearing without remuneration. Due to the fact that the court will only pay a minimal compensation to the witness in addition to the travel expenses, ConTec shall be entitled in such cases to charge the costs to the Client at the respective cost rates agreed upon with the Client; the compensation granted by the court shall be taken into account.

Client irrevocably agrees to refund the difference between the two amounts to ConTec.

§ 7 Result and Conclusion of Service

ConTec provides expert opinions and carries out contract research on a neutral basis. The Client is therefore not entitled to a result specified/desired by him. This also applies to other services, which are provided by ConTec on an open-ended basis. Thus, the service shall be deemed rendered upon completion of the project - including any separately agreed documentation.

§ 8 Limitation of Liability

Any claims for damages of the Client shall be excluded if ConTec has not violated obligations arising from the contractual relationship intentionally or by gross negligence, but only by slight negligence.

§ 9 Confidentiality / Handling of Business Secrets / Data Protection

- (1) ConTec and Client mutually commit themselves that all business and personal data, as well as business and company secrets of the other party, that become known during performance of the contract will be treated with strict confidentiality. The transfer of confidential information does not establish any ownership, patent or licensing rights of a contractual partner to the confidential information of the other contractual partner.
- (2) This confidentiality obligation shall not apply to:
 - Information that can be proven to originate from generally accessible sources,
 - Information that is already evident or generally known to the public,
 - Information that has to be disclosed by the respective party based on legal regulations / administrative order (e.g. requests for information from courts and authorities).
- (3) The confidentiality obligation ends 5 years after completion of the order / end of the contractual cooperation with the Client.
- (4) ConTec and the Client undertake to comply with the European Regulation (EU) 2016/679 (General Data Protection Regulation) in the respective applicable version.

§ 10 Provision of Services by Third Parties

In general, ConTec provides its services through its own qualified personnel. As necessary, it shall have the right to rely on appropriate/competent third parties (service providers,

subcontractors). In this case, ConTec shall also remain the sole contractual partner of the Client, whereby ConTec shall oblige the third party to comply with the above provisions on confidentiality and the handling of business secrets in the same way as ConTec.

§ 11 Term of Contract / Termination

- (1) The contractual relationship between the Client and ConTec shall end with the performance of the agreed services. Before this date, each party is entitled to terminate the contract in writing with a notice period of 2 weeks from the end of the month. In this case, the services rendered up to this point in time will be remunerated. ConTec shall also be entitled to prove and demand compensation for any additional expenses already incurred (e.g. for date preparations already made), costs and/or damages already incurred in excess thereof.
- (2) The right to terminate without notice for good cause remains unaffected. If ConTec terminates the contract without notice for good cause, ConTec shall be entitled to the entire agreed remuneration. ConTec shall also be entitled to prove and demand compensation for any additional expenses already incurred (e.g. for date preparations already made), costs and/or damages already incurred in excess thereof.

§ 12 Applicable Law, Binding Language, Place of Jurisdiction

- (1) Performance of the contract and any enforcement of claims thereunder shall be subject to the law of the Federal Republic of Germany.
- (2) These Terms and Conditions have been drafted in German and in English. For purposes of interpretation of these Terms and Conditions and in case of any possible conflict between the German and English text, the German version shall be decisive and shall prevail.

- (3) For all disputes arising from the contract between ConTec and the Client and/or these General Terms and Conditions, the place of jurisdiction shall be Rosenheim, as far as permissible according to § 38 ZPO (Code of Civil Procedure).

§ 13 Information according to Consumer Dispute Resolution Law

ConTec is not bound nor willing to participate in a dispute settlement procedure before a consumer arbitration board.