

General Terms and Conditions

§ 1 Scope of application The following terms and conditions apply between the contractor Ingenieurbüro Schötz Kunststofftechnik GmbH and its client for all contracts for the engineering services offered, unless otherwise agreed in writing.

§ 2 Subject matter The subject matter of the contract is the agreed engineering services to be implemented by the Contractor itself or by qualified employees of the Contractor and commissioned external experts within the agreed period.

§ 3 Agreement for engineering services The task, the procedure and the manner of the services to be provided shall be regulated in a written agreement (contract) between the contracting parties. Changes, additions or extensions to the scope of services require a special written agreement.

§ 4 Confidentiality, data protection The contractual partners undertake to treat as confidential all information of the other partner disclosed to each other in the course of consultancy work or other services which has been expressly designated as confidential and is not otherwise generally known, and not to make it accessible to third parties without the agreement of the partners. Publications or presentations that are directly related to the subject matter of the contract must be agreed between the partners in advance. The Contractor shall be authorized to process personal data entrusted to it within the scope of the Client's intended purpose or to have such data processed by third parties. The statutory provisions on data protection shall be observed.

§ 5 Obligations of the Client to cooperate The Client undertakes to support the activities of the Contractor. In particular, the Client shall create, free of charge, all conditions in the area of its business premises that are necessary for the proper implementation of the order. These preconditions include the client naming a contact person, if necessary, who is authorized to make declarations that are necessary as an interim decision in the context of the continuation of the order. The client agrees to the free choice of methods, aids and similar procedures by the contractor; the completeness and correctness of the documents provided by the client is assumed by the contractor.

§ 6 Rights to the results The Client guarantees that the services, reports and other documents produced by the Contractor within the scope of the order will only be used for its own purposes. Insofar as copyrights have arisen in the work results of the Contractor, these shall remain with the Contractor. The Contractor undertakes not to grant any rights of use for commercial purposes other than those of the Client.

§ 7 Liability The Contractor shall only be liable for all contractual and statutory claims arising from the concluded contract in the event of intent and gross negligence. Liability for damages resulting from injury to life, limb or health shall remain unaffected. In the event of gross negligence, liability shall be limited to the amount of the net price payable to the Contractor. Liability for loss of production/interruption of operations, loss of profit and other consequential damages is excluded.

§ 8 Contract duration and termination The contract ends at the end of the agreed period. The mutual right to premature extraordinary termination, including termination without notice, for good cause shall remain unaffected. If the contract ends due to termination, the client shall in any case pay for the services rendered by the contractor up to that point.

§ 9 Fees, ancillary costs, due dates The fee for the Contractor's engineering, consulting and training services shall be based on the agreed terms and conditions. The dates for invoicing shall be agreed separately. All invoices are to be paid within 14 days and without deduction. Fees and ancillary costs are subject to statutory VAT. The client has no right of set-off unless the claim is undisputed or has been legally established. The client is not entitled to a right of retention with claims outside of this contract.

§ 10 Miscellaneous Amendments, collateral agreements and supplements must be made in writing. Should one or more provisions of the contract be or become invalid, this shall not affect the validity of the remaining provisions. The contracting parties are obliged to replace ineffective provisions as soon as possible with new effective agreements that come as close as possible to the original purpose of the contract.

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