

General Terms and Conditions of BfU Dr. Poppe AG

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| <p>1. General</p> <p>1.1 Betreuungsgesellschaft für Umweltfragen Dr. Poppe AG (hereinafter called BfU, Teichstraße 14-16. 34130 Kassel, registered office of the company: Kassel, registration court: local court (Amtsgericht) Kassel HRB-no. 14665) provides consultation services in the areas of the environment, occupational safety and energy. The extent of the services to be provided will be determined in writing when the order is placed.</p> <p>1.2 In the event that an order is placed, the Client accepts the BfU's General Terms and Conditions valid at this time, the agreed on fees as well as the terms of payment.</p> <p>1.3 Ancillary agreements, commitments, changes to the clauses of these GT&C and other declarations made by employees of BfU or those instructed by it (such as experts) are only binding if they have been explicitly approved by the Management Board in writing.</p> <p>1.4 The deadlines mentioned in the offers from BfU to provide the agreed services are not binding unless they have been explicitly agreed in writing as binding.</p> <p>2. Warranty</p> <p>2.1 The BfU warranty only covers the services agreed in writing. In particular, in the context of a technical safety evaluation of machines and production plants a warranty is only extended to the development of a safety concept and a risk assessment as well as to writing CE documentation for both occupational safety and conformity aspects. Warranty for the correctness, for the productivity and operational efficiency of the Client's plants or their parts is expressly excluded. In particular, BfU does not assume any responsibility for the material and product selection, the construction or the building of plants or their parts. This is the responsibility of the producer and/or the operator which BfU does not assume, neither in full nor in part.</p> <p>2.2 The limitation period for all warranty claims is uniformly one year whereby the start of the limitation period conforms to legal provisions.</p> <p>3. Terms of Payment</p> <p>3.1 The fee for providing the services results from the respective offer to which the legal VAT valid at time must be added. Unless otherwise agreed, the following provisions apply:</p> <p>3.2 Should an objective reason exist, BfU is entitled to demand advance payment or issue part invoices for services already provided.</p> <p>3.3 A unilateral change to the terms of payment by the Client is not permitted.</p> <p>3.4 The fees invoiced according to points 3.1 and 3.2 are due for payment within 14 days of invoicing. The Client is in default with the first warning or without warning at the latest 30 days after due date and the receipt of an invoice or equivalent payment schedule. During default the money owed carries interest of 9 percentage points above the prime lending rate, for legal transactions involving a consumer the interest rate is 5 percentage points above the prime lending rate.</p> <p>3.5 Invoices issued by BfU can only be objected to with written reasons within a preclusion period of 14 days after receiving the invoice.</p> <p>4. Liability</p> <p>4.1 BfU assumes unlimited liability for damages that were caused deliberately by it, its legal representatives or its vicarious agents. The same applies for damages from injury to life, limb or health which were caused by the above mentioned persons. Furthermore, BfU assumes unlimited liability for gross negligence on the part of its legal representatives and managing employees.</p> <p>4.2 Should a liability event pursuant to point 4.1 not exist, BfU is only liable – irrespective of the legal reason – if an essential contractual obligation (cardinal obligation) is breached gross negligently or its other vicarious agents, who are not part of the managing employees, cause damage gross negligently. In this case, BfU is only liable for foreseeable damage typical for the contract at the time of conclusion of contract. Cardinal obligations are those obligations whose fulfilment makes the proper implementation of the contract possible in the first place and which the Client can normally rely on. These are obligations that threaten the attainment of the contractual purpose when breached.</p> <p>4.3 If liability is excluded or limited, this also applies to the personal liability of the legal representatives, managing employees and other vicarious agents of BfU.</p> <p>4.4 The Client is obligated to inform BfU in writing immediately of any damages in terms of the above liability provision or allow BfU to record them, so that BfU is informed as soon as possible and can possibly still carry out a mitigation of damages together with the Client.</p> <p>4.5 BfU has an insurance policy with EUR 3,000,000 cover per damage event should personal, material or financial damages be caused culpably within the context of the above cases of liability. In individual cases, an increase in the insurance cover can be agreed in writing.</p> | <p>4.6 Contractual claims from a breach of obligations become statute bound after one year whereby the start of the limitation period conforms to legal provisions. Excluded here are the statutory limitation periods for claims in the following cases: defective work to a building or inadequate planning and control work for a building; damages from injury to life, limb or health; damages based on the intentional or gross negligent breach of obligation by BfU, its legal representatives or its vicarious agents; fraudulent concealment of a defect or a quality guarantee.</p> <p>5. Secrecy, Copyright</p> <p>5.1 BfU undertakes not to disclose, exploit or pass on business and trade secrets, production processes, other technical facilities as well as other business and operational facts and documents that become known when providing the services and refer to the Client and / or the subject matter of the contract without authorisation.</p> <p>5.2 The obligation to secrecy does not apply to duties to disclose required by law, court order or public authorities, to disclosures to protect own legitimate interests or to documents and information that BfU must pass on to public authorities or third parties within the context of proper processing to fulfil the Client's orders.</p> <p>5.3 BfU undertakes to ensure that its employees treat matters confidentially.</p> <p>5.4 Documents and information that the Client has specifically marked confidential and not to be forwarded are subject to an unlimited obligation to secrecy.</p> <p>5.5 Should results be produced when providing the services which are subject to copyright (such as expert opinion, test results, calculation), BfU will grant the Client a simple, non-exclusive and non-transferrable right of use provided this is necessary according to the contractually specified purpose.</p> <p>5.6 The Client is not entitled to process or change the result nor use it outside of its business operations.</p> <p>5.7 All texts, graphics, photos and publications are the property of BfU. These may not be duplicated, processed, used otherwise and/or stored or processed in information systems or used commercially without the owner's/creator's prior written permission.</p> <p>6. Data Protection</p> <p>In relation to data protection our notes on data protection apply.</p> <p>7. Place of Fulfilment, Legal Venue</p> <p>7.1 Place of fulfilment for all claims under this contract is Kassel, provided the requirements of Art. 29 (2) Civil Process Order (ZPO) exist.</p> <p>7.2 Legal venue for disputes arising from the contract relationship is Kassel for both parties, provided the requirements of Art. 38 ZPO exist.</p> <p>8. Scope of Application</p> <p>These General Terms and Conditions apply to and are a component of all contracts that are concluded between BfU and the contracting party which refer to these General Terms and Conditions. Conflicting, supplementary or the contracting party's GT&C which deviate from these GT&C will only become part of this contract if and when BfU has expressly consented to their validity in writing and in advance. This consent requirement applies in all cases; in particular, the unconditional provision of services does not constitute consent by BfU.</p> <p>Version: 24th May 2018</p> |
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