

General Terms and Conditions (GTC)

Preamble:

The contractual partner for the client is the Christian Kronsteiner Consulting GmbH Berlin, hereinafter referred to as "CKC-GmbH".

1. Scope:

Insofar as these terms and conditions between CKC-GmbH and the client are part of the contract and unless otherwise agreed, the deliveries, services and offers from CKC-GmbH are made exclusively based on these terms and conditions. Conflicting or deviating conditions of the customer are not recognized unless CKC-GmbH has expressly agreed to their validity. Actions taken by CKC-GmbH to fulfill the contract do not constitute consent to deviating contractual terms. These terms and conditions also apply as a framework agreement for all other legal transactions between the contracting parties, unless a different agreement has been made for these legal transactions.

2 Offers:

2.1. Offers from CKC-GmbH are only made in writing or by e-mail.

2.2. The acceptance of the offer from CKC-GmbH by the client is only possible about the entire service offered.

2.3. CKC-GmbH is bound to its offers for 4 weeks from the date of issue.

2.4. Technical documents, as well as cost estimates and other documents such as catalogues, samples, presentations, spare parts lists and the like remain the intellectual property of CKC-GmbH. Any use, in particular forwarding, duplication, and publication, requires the express consent of CKC-GmbH.

2.5. The client undertakes to keep secret the knowledge he has received from the business relationship with CKC-GmbH vis-à-vis third parties.

2.6. Cancellation of online sales or returns are accepted a maximum of 14 days after the invoice date. The instruction on the right of withdrawal according to consumer protection law §3 is given with every order.

3. Orders and order confirmations:

Orders placed with CKC-GmbH by the client require an order confirmation on the part of the customer, unless they are based on a binding offer made by CKC-GmbH.

4. Prizes:

4.1. If the order is not based on a valid offer from CKC-GmbH, the currently valid price list applies.

4.2. Unless otherwise agreed, the prices of CKC-GmbH refer to goods from the European distribution center without insurance, transport costs and any commissioning. On request, these services will be provided by CKC-GmbH against separate payment. The actual costs incurred for transport and delivery, together with an appropriate surcharge, but at least the freight and carriage charges applicable or customary on the day of delivery for the selected mode of transport, will be charged. Wage work is calculated according to the time spent, whereby - unless otherwise agreed - a man-hour rate customary in the industry applies as agreed.

4.3. The prices do not include sales tax. When offsetting, the statutory sales tax will be added to the prices.

4.4. Discount deductions require a separate agreement. In the event of a delay in payment, any discount agreements will also become ineffective. Payments by the customer are only deemed to have been made when they are received in CKC-GmbH's business account.

4.5. All products and services are billed exclusively in euros.

4.6. If the client is not a consumer, he is not entitled to offset claims against CKC-GmbH.

4.7. The client is not entitled to withhold payments for any reason whatsoever; this also applies if the goods or services are defective.

5. Service changes and additional services:

There is a right to reasonable remuneration for additional or modified services ordered by the customer or his representative that are not covered by the order placed.

6. Performance Execution:

CKC-GmbH is only obliged to perform the service after the contract has been concluded. Likewise, only as soon as all commercial and technical details have been clarified and the client has fulfilled his obligations and created the conditions for execution.

7. Performance deadlines and dates:

7.1. Scheduled delivery dates are binding for CKC-GmbH if compliance with them has been promised in writing. CKC-GmbH is entitled to exceed the agreed dates and delivery times by up to two weeks. Only after this period has expired can the customer withdraw from the contract after setting a reasonable grace period.

7.2. If the start of performance or the performance itself is delayed and the delay was not caused by circumstances for which CKC-GmbH is responsible, the bindingly agreed dates and deadlines, including the “guaranteed” or “fixed” deadlines, will be postponed accordingly. The additional costs incurred because of delays are to be borne by the customer if the circumstances that caused the delay are the responsibility of the customer.

7.3. If the client eliminates the circumstances that caused the delay according to 7.2. have not caused within a reasonable period of time set by CKC-GmbH, CKC-GmbH is entitled to charge for the materials and work that it has already provided for the performance of the service or to otherwise dispose of the materials and equipment it has already provided for the performance of the service. If the performance is continued, all deadlines and dates will also be extended by the period required to subsequently procure these devices and materials used elsewhere.

7.4. Non-performance or late performance of the contract does not entitle the customer to assert claims for damages, penalties or claims for compensation due to loss of earnings.

8. Payment:

Unless other agreements have been made or different payment conditions are specified in the offer, the customer undertakes to pay the purchase price in full before delivery of the goods (payment in advance).

9. Dunning and debt collection:

If CKC-GmbH operates the dunning process itself, the client undertakes to pay an amount of EUR 20 per reminder and an amount of EUR 10 per half year for keeping records of the obligation in the dunning process. In addition, any further damage, in particular damage caused by non-payment resulting in correspondingly higher interest on any credit accounts on the part of CKC-GmbH, must be compensated.

10. Transport, risk, notice of defects:

10.1. In the absence of an express agreement to the contrary, the customer bears the costs and risk of transport. The risk is transferred to the customer when the object of purchase is handed over to the carrier. The customer also bears the transport risk for the duration of unloading and contracting, unless otherwise agreed.

10.2. If the customer is not a consumer, the goods must be inspected immediately after delivery by each customer, including customers who sell the goods themselves as intermediaries or buy them for third parties. Visible damage and defects must be reported in writing immediately upon acceptance, stating the type and scope of the defect and noted on the acceptance documents. Otherwise, the goods are deemed to have been approved and all claims arising from any non-performance or poor performance are excluded.

Hidden defects must be reported in writing immediately, but in any case, within two days of their discovery, stating the nature and extent of the defect. If the notification of defects is not made or not made in good time, the goods are deemed to have been approved and all claims arising from any non-performance or poor performance are excluded.

11. Withdrawal, default of acceptance:

11.1. In the event of default of acceptance or other important reasons that make it unreasonable to adhere to the contract, such as in particular bankruptcy of the customer or bankruptcy rejection for lack of assets, as well as default in payment by the customer, CKC-GmbH is entitled to withdraw from the contract if it has not yet been completely fulfilled by both parties. If the customer is in default of payment, CKC-GmbH is released from all further service and delivery obligations and is entitled to withhold outstanding deliveries or services and to demand securities or to withdraw from the contract after setting a reasonable grace period.

11.2. In the event of withdrawal or if the order is not carried out for reasons for which the customer is responsible, CKC-GmbH has the choice, if the customer is at fault, to either a flat-rate compensation of 15% of the gross invoice amount or compensation for the damage actually incurred desire.

11.3. In the event of termination of the contract, the object of purchase including accessories must be returned by the customer to CKC-GmbH at his expense.

12. Retention of title:

12.1. All goods are delivered by CKC-GmbH under retention of title and remain the property of I CKC-GmbH until full payment is made. If the object of purchase handed over under retention of title is intended for resale by the customer, the latter already now assigns to CKC-GmbH any possible claims arising from the resale of the goods of the object of purchase to a third party as payment. The customer must inform his customers of the assignment in good time and name his customers on request to CKC-GmbH.

The assignment is to be entered in the business books, particular in the open item list, and is to be made visible to the customer on delivery notes, invoices, etc. If the customer is in arrears with his payments to CKC-GmbH, he is obliged to separate the sales proceeds received by him.

12.2. In the event of seizure or other claims on the object of purchase, the customer is obliged to assert CKC-GmbH's ownership rights and to inform CKC-GmbH immediately.

12.3. The assertion of the retention of title only constitutes a withdrawal from the contract if this is expressly declared. When goods are returned, CKC-GmbH is entitled to charge for any transport and handling charges incurred.

13. Limitation of the scope of services:

13.1. Materials that are subject to consumption or other wear and tear only have a service life corresponding to the respective state of the art.

13.2. If it is not a consumer business, objectively justified and appropriate changes to the performance obligation of CKC-GmbH, especially changes in terms of technical progress, are considered accepted by the client. The information provided by CKC-GmbH on dimensions and weights in catalogues, brochures, advertisements, price lists etc. are approximate guide values; We reserve the right to make technical changes.

14. Warranty:

14.1. The warranty period is two years. CKC-GmbH's warranty obligation expires in any case upon expiry of the agreed warranty period; any further special recourse by the client according to § 445 BGB due to self-fulfilled warranty obligations is excluded.

14.2. The warranty period begins when the goods are handed over to or taken over by the customer.

14.3. In all cases, CKC-GmbH fulfills warranty claims of the client at its own discretion either by exchange, repair within a reasonable period, price reduction or conversion. CKC-GmbH is also entitled to make multiple improvements and attempts at improvement at its own discretion.

The client can only request cancellation if the defect is significant, cannot be remedied by replacement or repair and the price reduction is unreasonable for the client. If the customer claims the existence of a defect, the resulting claims, due to warranty or compensation, can only be asserted if the customer can prove that the defect already existed at the time the goods were delivered; this also applies within the first six months after delivery of the goods.

14.4. Within the warranty period, CKC-GmbH will provide subsequent delivery of defective or faulty parts free of charge. If the customer has resold the goods to customers, CKC-GmbH undertakes to carry out any repairs and replace defective parts at his customers' premises at his own expense. Claims for recourse for the costs of repair and replacement work to be carried out by the customer at his customers are expressly excluded.

14.5. CKC-GmbH does not guarantee and are also responsible for defects caused by improper handling, installation of third-party parts, circumstances outside of normal operating conditions, weather and temperature influences, non-compliance with treatment instructions, repair work or interventions of any kind by third parties (e.g. vandalism). Claims for damages excluded.

14.6. If there are defects in the products of i CKC-GmbH in the outdoor area, it is assumed that these defects or damage are caused by an intervention by a third party. The client must prove that such damage is a defect and that it existed at the time of delivery.

14.7. If CKC-GmbH incurs expenses as part of the rectification of defects or damage and it turns out that CKC-GmbH is not or would not have been obliged to rectify the defect or damage, the customer shall bear the costs for these expenses.

14.8. Before commissioning the delivered goods and using them, the customer must familiarize himself with any operating instructions and other information provided by CKC-GmbH about the use of the delivered product and the associated risks. The client will carefully observe the hazard warnings from CKC-GmbH. If the delivered products are passed on, the client is also obliged to pass on the complete information on use and warnings received from CKC-GmbH to his customers and at the same time to impose the obligation on him to familiarize himself with them. In the event of a breach of duty, the customer must indemnify and hold harmless CKC-GmbH both in terms of amount and reason. Claims for compensation by the customer for damage resulting from non-observance of the instructions from CKC-GmbH are excluded.

14.9. A flat-rate travel fee of €90 will be charged for reworking under the title of the guarantee or warranty which is to be remedied at the customer's site.

15. Damages:

15.1. All claims for damages are excluded in cases of slight negligence.

15.2. The existence of slight or gross negligence, unless it is a consumer transaction, must be proven by the injured party. If it is not a consumer transaction, the limitation period for claims for damages is one year.

15.3. Liability for all consequential damages, such as in particular consequential damages and lost profits, is excluded.

16. Product Liability:

16.1. The services rendered, as well as the goods, devices and systems supplied, always only offer the level of safety that can be expected based on approval regulations, operating instructions or other regulations on maintenance and handling, in particular with regard to prescribed inspections of devices and systems or on the basis of other instructions given.

16.2. Any claims for recourse directed against CKC-GmbH by contractual partners or third parties under the title "Product Liability" within the meaning of the Product Liability Act are excluded unless the person entitled to recourse proves that errors were caused by CKC-GmbH and were at least the fault of gross negligence.

17. Place of performance:

Place of performance is 10961 Berlin, Germany (CKC-GmbH registered office).

18. Formal requirements, data processing:

18.1. All agreements, subsequent changes, additions, ancillary agreements, etc. must be in writing to be valid

18.2. The client is obliged to inform CKC-GmbH of changes to his residential or business address as long as the contractual legal transaction has not been completely fulfilled by both parties. If the notification is omitted, declarations are also deemed to have been received if they are sent to the last known address.

18.3. The client agrees that the personal data contained in the purchase contract may also be stored and processed by CKC-GmbH in fulfillment of this contract. The client agrees that his personal data (name, company, address, e-mail address) will be processed and used to send advertising brochures about the products of CKC-GmbH. This consent can be revoked at any time by writing to CKC-GmbH.

19. Choice of law, contract language:

German substantive law applies. The applicability of the UN Sales Convention is excluded. Contract language is German.

20. Jurisdiction:

The court in Berlin, Germany shall have exclusive jurisdiction to decide all disputes arising from this contract. However, CKC-GmbH is also entitled to sue at any other legal place of jurisdiction. This provision does not apply to consumer transactions.