

General terms and conditions of PMS Weichelt GmbH

- Service contracts -

As of 01.01.2024

§ 1 Scope - subject of the contract

Our General Terms and Conditions (GTC) apply to the provision of services in accordance with the contract concluded between the customer and us. Our General Terms and Conditions apply exclusively; we do not recognise contrary or deviating conditions of the customer against our GTC, unless we have expressly agreed to them in writing. Our General Terms and Conditions also apply when we perform the services without reservation in knowledge of the conditions of the customer that are contrary to or deviating from our GTC. Our General Terms and Conditions apply both to consumers and to companies, unless a differentiation is made in the relevant clause.

§ 2 Offer and conclusion of contract (and offer documents)

The order of the customer represents a binding offer which we can accept within two weeks by sending an order confirmation or by delivery of the work or performance of the work or work services. Previous offers or cost estimates submitted by us are subject to change. We retain ownership and copyright to illustrations, drawings, calculations and other documents. This also applies to written documents that are marked as "confidential". Before their transfer to third parties, the customer requires our express written Content.

§3 Prices and Payment conditions

The agreed price shall be decisive. Binding prices are usually made in a written offer, in which all the information and the materials and/or services necessary for the preparation of the work, must be listed in detail, specifying the price. We are bound by such an offer, if the order is given to us within four weeks of receipt of the offer by the customer, unless a different binding period is described in the respective offer. The remuneration is payable after completion of all services and invoicing within 10 days and without cash discount deduction, unless otherwise agreed. The statutory regulations concerning the consequences of late payment shall apply. The customer shall be entitled to offset rights only if his counterclaims are legally established, undisputed or recognised by us. Insofar as the purchaser is a company, a right of retention is excluded, unless the counterclaim of the customer originates from the same contractual relationship and is undisputed or legally binding.

§4 Time of performance

If performance or completion periods are specified by us and made the basis for issuing the order, such periods shall be extended in case of strikes and cases of force majeure for the duration of the delay.

§ 5 Liability for defects

For any defects, we provide warranty by rectification. If the rectification fails, the customer can demand reduction of remuneration (abatement) or cancellation of the contract (withdrawal) at his discretion. The same applies if we refuse the rectification seriously and finally.

The customer is not entitled to the right of withdrawal, if the breach of duty is insignificant. The aforementioned claims for defects become time-barred in one year. This does not apply insofar as it concerns claims for damages due to defects. § 6 shall apply for claims for damages due to a defect. Guarantees in the legal sense are not given to the customer by us.

§ 6 Liability for damages

Our liability for breach of obligations and for tort is limited to intent and gross negligence. This shall not apply to injury to life, limb or health of the customer, claims for the violation of cardinal duties and compensation for damages due to delay § 286 BGB (German Civil Code). Insofar we are liable for all degrees of fault.

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The above-mentioned disclaimer also applies to slightly negligent breaches of duty by our vicarious agents. Insofar as liability for damages, not caused by injury to life, limb or health of the customer, is not excluded for slight negligence, such claims become time-barred within one year starting from the occurrence of the claim or claims for damages due to a defect after acceptance of the work. Insofar as the liability for damages towards us is excluded or limited, this also applies to the personal liability for damages of our employees, workers, staff, representatives and vicarious agents.

§ 7 Limitation of own claims

Our claims for payment of wages shall lapse notwithstanding § 195 BGB (German Civil Code) in five years. § 199 BGB (German Civil Code) shall apply with regard to the commencement of the limitation period.

§8 Form of declarations

Legally relevant declarations and notifications, which the customer must submit to us or a third party must be in writing.

§ 9 Applicable law - Jurisdiction

The laws of the Federal Republic of Germany shall apply to this contract. The sole place of jurisdiction is the court for our registered place of business for contracts with entrepreneurs, legal persons under public law or special funds under public law at Amtsgericht (local court) Freiberg/ Saxony in Germany.