

GENERAL TERMS AND CONDITIONS

for grunewald.one services - Web Consultancy & Support

Status: February 2019

Magdelstieg 103A, 07745 Jena, Germany, +49 173 3722 835, uwe@grunewald.one

1. Scope of application

The following general terms and conditions apply to all legal transactions of the service company grunewald.one - Web Consultancy & Support - hereinafter referred to as Service Provider - with his contractual partner - hereinafter referred to as client.

Insofar as individual contractual provisions exist which deviate from or contradict the provisions of these GTC, the individual contractual provisions shall take precedence.

2. Subject matter of the contract

- 2.1 The contracting parties agree to cooperate in accordance with the specific, individual contractual agreement. An employment contract is not intended by the parties and is not justified.
- 2.2 The service provider is responsible for social security contributions or tax matters and releases the client from any obligations.
- 2.3 The Service Provider is free to act for other Clients as well.

3. Conclusion of the contract

- 3.1 The contractual relationship for the services is established by the placing of a customer order by the client (offer) and its acceptance by the service provider. The customer is bound to the placing of the customer order (offer) for two weeks.
- 3.2 The subject matter of the contract or the exact task description is described in the written order.

4. Contract duration and termination

- 4.1 The contract begins and ends at the individually agreed time.
- 4.2 The contract can be terminated in due time. In this regard, a period of 2 weeks to the end of the month is agreed.
- 4.3 A termination without notice for important reason is possible. An important reason is, for example, when
- the customer is in default with two due, successive payments and does not make payment after expiry of a reasonable grace period
 - the client becomes insolvent after the conclusion of the contract (insolvency), unless an application for the opening of insolvency proceedings has already been filed.

5. Scope of services, obligations of the contracting parties

- 5.1 The services to be provided by the Service Provider generally include the tasks listed in detail in accordance with the order placed by the Client.
- 5.2 The Service Provider shall periodically inform the Client of the results of its activities. The contracting parties may agree in the contract on a timetable for the provision of services and a planned end date for the termination of services.
- 5.3 If the Service Provider is unable to perform an order as per contract, he shall inform the client thereof without delay.
- 5.4 The Service Provider shall provide the equipment and personnel required for the provision of the service, unless the Client has the corresponding equipment or premises, unless otherwise agreed in an individual contract.

The parties shall endeavor, to the best of their knowledge and belief, to support the contracting party in the performance of the respective obligation by providing information, information or experience in order to ensure a smooth and efficient workflow for both parties.

- 5.5 Either party may apply to the other party for changes to the agreed scope of services in writing. Upon receipt of an amendment request, the addressee shall check whether and under what conditions the amendment is feasible and shall immediately inform the addressee of the approval or rejection in text form and, if necessary, give reasons. If a change request by the client requires a comprehensive review, the service provider may charge the service provider for the cost of this review with prior notice, provided the client insists on the review of the change request nevertheless.
- If necessary, the contractual adjustments to the agreed conditions and services required for a review and/or amendment shall be laid down in writing in an amendment agreement and shall be made in accordance with these General Terms and Conditions.

6. Prices and terms of payment

- 6.1 Services shall be due and charged monthly at the fixed price specified in the individual contract after termination or if remuneration is agreed on a time and material basis, unless another invoicing method has been agreed in the contract.
- 6.2 Estimated prices quoted for services on a time and material basis, in particular in cost estimates, are non-binding. The quantity estimates on which an estimate is based are based on an assessment of the scope of services performed to the best of our knowledge.
- 6.3 As a small entrepreneur in the sense of § 19 Abs. 1 UStG no value added tax is calculated and not charged.
- 6.4 The principal has only the following options for payment: invoice on delivery, and payment service provider (PayPal). Further payment methods are not offered and will be rejected.
- 6.5 Invoices are payable on receipt without deduction. If the invoice amount is not received within 30 days of the invoice date, the Service Provider is entitled to charge default interest. Interest on arrears shall be 10 % p.a. above the base rate applicable at the time of invoicing.

7. Liability

- 7.1 The Service Provider shall be liable in cases of intent or gross negligence in accordance with the statutory provisions. Liability for guarantees is independent of fault. In the event of slight negligence, the Service Provider shall be liable exclusively in accordance with the provisions of the Product Liability Act, for injury to life, limb or health or for breach of fundamental contractual obligations. The claim for damages for the slightly negligent breach of essential contractual obligations is, however, limited to the foreseeable damage typical for the contract, unless liability is assumed for injury to life, limb or health. The service provider shall be liable to the same extent for the fault of vicarious agents and representatives.
- 7.2 The provisions of the preceding paragraph (7.1) shall apply to damages in addition to performance, damages in lieu of performance and claims for futile expenses, irrespective of their legal basis, including liability for defects, default or impossibility.

8. Place of jurisdiction

The business relationship between the parties shall be governed exclusively by German law.

If the customer has no general place of jurisdiction in Germany or in another EU member state, the exclusive place of jurisdiction for all disputes arising from this contract shall be our place of business.