

# GENERAL TERMS AND CONDITIONS

for the services of the company DKCCC GmbH

Stand: 08.2011

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## 1. Area of application

The following terms and conditions apply to all legal transactions of Services firm DKCCC GmbH - hereinafter referred to as service providers - with its Party - hereinafter client - called.

Where there are individual contractual arrangements, which by the provisions of these Terms and Conditions vary or contradict them, going against the individual contracts.

## 2. Object of agreement

- 2.1 The 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 duties of the social insurance or tax purposes, the service provider itself contributes Concern and shall indemnify the Client from any obligations.
- 2.3 It is up to the service provider to act for other clients.

## 3. Formation of Contract

- 3.1 The contract is for services by submitting a customer order concluded by the contracting (supply) and its acceptance by the service provider. The client is bound by the award of the customer's order (offer) two weeks.
- 3.2 The subject of the contract or the exact job description is written and described in a separate contract or project-related cooperation agreement.

## 4. Term of contract and termination

- 4.1 The contract begins and ends on the date agreed upon individually.
- 4.2 The contract may be terminated. In this regard, a period of 2 weeks will be agreed at the month end.
- 4.3 A dismissal for cause is possible. An important reason is for example, imagine if  
the client with two consecutive payments are due and in arrears and this after a reasonable grace period does not pays  
the client after the contract has become insolvent (insolvency, Bankruptcy), unless there has been a request to open insolvency proceedings made.

## **5. Scope and obligations of the parties**

- 5.1 The services to be provided by the service provider typically include the tasks listed in detail, according to the order issued by the client.
- 5.2 The service provider will contact the customer periodically about the results of its operations accordingly. The parties can contract to agree a timetable for the provision of services and a planned completion date for the termination of services.
- 5.3 Is the service provider the contractually agreed delivery of an order not actually possible, he must notify the client immediately to such requests.
- 5.4 The service provider, provides the equipment needed for service provision and the necessary personnel, unless the customer does not have appropriate equipment or premises, unless individual contracts under a cooperation agreement otherwise agreed.

The parties are committed to supporting the best of our knowledge and belief, the contractor for the provision of the obligation by handing over of information, information or experience to ensure a smooth and efficient flow of work for both parties.

- 5.5 The Contractor shall operate in its own premises. Where necessary in individual cases is an operational presence, the client provides to the respective prior arrangement corresponding operational facilities. If the activities of neither the client nor the contractor can be executed, the principal to the contractor and his staff of operations at the appropriate premises provide (office containers, with internet, phone etc.)
- 5.6 Each of the parties may request the other party in writing of the changes agreed upon scope. Upon receipt of an amendment shall be considered by the recipient, if feasible and under what conditions the change and notify the applicant of the approval or rejection in writing immediately and, if justified. Requires an amendment of the client an extensive review, the review of this effort can be calculated from the service with prior notice, unless the customer is still on the review of the amendment.
- 5.7 When appropriate, the necessary for a review and / or a change in contractual adjustments to the agreed conditions and benefits are determined in a written agreement and change come about in accordance with these terms and conditions.

## **6. Prices and terms of payment**

- 6.1 Services to be listed in the individual contract fee is calculated and payable, unless the contract is agreed to another invoice.
- 6.2 Given estimated prices for services on time and materials basis, particularly in cost are non-binding estimates. The estimate of the underlying quantity approaches are based on a survey conducted in good faith assessment of the scope of services.
- 6.3 The sales tax is charged, with the time of performance applicable sales tax.
- 6.4 Invoices are payable upon receipt. If the invoiced amount is not received within 30 days after the billing date, the service provider is entitled to charge default interest asserted. This interest shall be 5% per annum about the time of calculation applicable base rate.

## **7. Liability**

- 7.1 The service provider shall be liable in cases of intent or gross negligence in accordance with statutory provisions. The liability for guarantees is without fault. For slight negligence, the service provider is only liable under the provisions of the Product Liability Act, because of the loss of life, limb or health or for breach of contract. The claim for damages for the negligent breach of essential contractual obligations is limited to typical, foreseeable damage if there is no liability for injury to life, limb or health. For the negligence of agents and representatives of service providers shall be liable to the same extent.
- 7.2 The provision of the preceding paragraph (8.1) covers damages in addition to performance, the damages instead of performance and the claim for wasted expenditure, for whatever legal reason, including liability for defects, delay or impossibility.
- 7.3 For provable damages caused by timeout of the contractor, the liability of the contractor on the amount of 20% of the damage is limited to the time point for the project mentioned in the contract fee billed. In addition, the contractor is obliged to free rework and eliminate the damage caused by him, proven defects.

## **8. Trade Register**

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

If the client has no general jurisdiction in Germany or another EU member state, only the court of jurisdiction for all disputes arising under this contract is our business.

## **9. Other provisions**

- 9.1 Multiple transmitted orders (phone / fax / mail / repetition) for whatever reason, are clearly labeled as such, otherwise they will be executed again. In such cases, on our part, no costs will be covered.
- 9.2 The client shall reimburse the Contractor for all travel for its employees such as flight (flight time from more than 5 hours in business class), taxi, rental car, etc., as well as the cost of reasonable accommodation (European standard).
- 9.3 For the taxation of the remuneration, the contractor has to provide itself.

## **10. Severability clause**

Should one or more of the above provisions be invalid, the validity of the remaining provisions shall not be touched. This applies even if a part ineffective within a scheme, but another part is effective. The ineffective provision shall be replaced each of the parties with a provision that the economic interests of the Parties to the closest one and the other contractual agreements are not contrary.