

General Terms and Conditions of QUBUS Planung und Beratung Oberflächentechnik GmbH



Planung und Beratung
Oberflächentechnik
GmbH

1. Area of application

- 1.1. These General Terms and Conditions are a component of all the quotations and contracts of QUBUS GmbH Qualität und betrieblicher Umweltschutz - concerning deliveries and services, in current and future business relationships.
- 1.2. Any agreements and terms and conditions which deviate from these are only binding if they are confirmed by QUBUS GmbH in writing.
- 1.3. Any terms and conditions of the Client are hereby expressly rejected.

2. Quotations, order processing

- 2.1. The quotations produced by QUBUS GmbH are subject to change.
- 2.2. All contracts must be concluded in writing. E-mails and faxes are sufficient to satisfy this requirement. The written confirmation of the order by QUBUS GmbH is decisive.
- 2.3. Oral arrangements and agreements will only become effective when they have been confirmed in writing by QUBUS GmbH.
- 2.4. When Internet services are handled by QUBUS GmbH, it is possible that QUBUS GmbH will obtain property rights for these when registering or re-registering an internet domain. These property rights shall, of course, be assigned to the Client at any time on request. QUBUS GmbH is entitled to pass on to the Client any external and additional costs that may arise as a result of the assignment.

3. Time of performance, default and impossibility

- 3.1. QUBUS GmbH strives to render all of its services as quickly as possible.
- 3.2. Industrial disputes or unforeseen, extraordinary, serious events, for which QUBUS GmbH is not responsible, such as government legislation, staff failures etc. release QUBUS GmbH from the obligation to deliver or render services for the duration of their effect or in the event of impossibility. QUBUS GmbH shall inform the Client immediately of the occurrence of such events.
- 3.3. If QUBUS GmbH is in default of performance or in the event of an impossibility to render the services, for which it is responsible, claims for compensation from the Client are excluded unless they are based on the wilful intent or gross negligence of QUBUS GmbH, its legal representatives or its vicarious agents. If the Client wishes to withdraw from the contract, he must set a grace period of four weeks for QUBUS GmbH with the warning that he will reject fulfilment of the contract after the expiry of this period. The grace period is calculated from the day on which the client's notification is received by QUBUS GmbH.
- 3.4. The termination period for supporting contracts is 3 months, unless individual arrangements are made which deviate from this.

4. Acceptance

- 4.1. The Client is obligated to perform the quality inspection immediately after the delivery of the item.
- 4.2. If the service provided by QUBUS GmbH meets the requirements of the order, the Client must declare its acceptance immediately.
- 4.3. The item shall be regarded as accepted if the Client has not declared its acceptance within 4 weeks of receiving the service, and it has not informed QUBUS GmbH of any important defects in the meantime.
- 4.4. Acceptance shall also take place through the Client putting the service into use, without expressly ruling out acceptance.
- 4.5. Provided that its contractual partner is not a contractor, QUBUS GmbH is obliged to inform its contractual partner of this tacit declaration of acceptance.

5. Prices, terms and conditions of payment and default of payment

- 5.1. All the prices can be understood strictly net and payments must be made without any deductions immediately after receipt of the invoice.
- 5.2. Payment agreements deviating from these must be made in writing.
- 5.3. The payments must be made by bank transfer. The settlement of invoices by cheque or bill of exchange shall only take place on account of payment and requires the agreement of QUBUS GmbH. Discounts; bill charges and costs shall be borne by the Client.

- 5.4. QUBUS GmbH is entitled to calculate interest to the amount of the credit charges which it has to pay itself, from the due date onwards for a Client who is a merchant in terms of the German Commercial Code, and from the default of payment onwards for a Client who is not a merchant.
- 5.5. For a merchant in terms of the German Commercial Code, the interest amounts to at least 5% over the currently applicable basic interest rate of the European Central Bank.
- 5.6. The default interest amounts to at least 8% for a non-consumer, and at least 5% for a consumer, above the currently applicable basic interest rate of the European Central Bank.
- 5.7. Before the payment of the invoice amounts due in full, including default interest, QUBUS GmbH is not obliged to render any additional service arising from any valid contract.
- 5.8. QUBUS GmbH's obligation to render its services is subject to the unconditional creditworthiness of the Client. Should QUBUS GmbH receive information, which allows for doubt in relation to this, after the conclusion of the contract, it is entitled to demand securities or payments in advance and, if this demand is rejected, to withdraw from the contract, without the Client being entitled to make any claims against QUBUS GmbH.
- 5.9. Invoices of QUBUS GmbH shall be considered to be acknowledged if they have not been rejected in writing within ten days of the date of the invoice, unless an acceptance has to precede the due date. In this case, the invoice shall be regarded as acknowledged if the term specified in Section 4.3. has expired without objection. Packaging costs, fees and postage costs shall be borne by the Client.
- 5.10. QUBUS GmbH shall pass on price adaptations for the services of third parties (e.g. Internet providers) to the Client.

6. Warranty and liability

- 6.1. QUBUS GmbH shall provide the Client with a warranty for a period of six months. In the case of a justified complaint about faulty deliveries and services made in good time, the Client has the right to have the defect remedied or to have a replacement delivery, with any claims for damages excluded. Guaranteed features in terms of Art. 459 II German Civil Code must be expressly identified as such. Non-binding recommendations from QUBUS GmbH or its vicarious agents or a product description from QUBUS GmbH or other manufacturers shall not be regarded as guaranteed features.
- 6.2. Claims for compensation arising from a positive violation of the contract, blame in contractual negotiations or unlawful acts are excluded, unless they are based on the wilful intent or gross negligence of QUBUS GmbH, its legal representatives or its vicarious agents.
- 6.3. The liability of QUBUS GmbH is limited to an amount of € 50,000 on the basis of the agreement made, provided that there is no liability for wilful intent or gross negligence.
- 6.4. QUBUS GmbH shall assume no liability for alterations or damages by third parties (e.g. hackers) in the case of Internet services.

7. Data protection

- 7.1. The Client's data shall be stored and processed electronically, insofar as this is necessary for the proper completion of the tasks.
- 7.2. All personal data shall be treated as confidential.
- 7.3. Our declaration of information duties concerning personal data based on Article 13 GDPR is part of these General Terms and Conditions and is available via following link:
<http://www.qubus.de/downloads>

8. Place of fulfilment and place of jurisdiction

- 8.1. If the conditions for the agreement on the place of jurisdiction, in accordance with Art. 38 German Code of Civil Procedure, i.e. if the Client is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all claims of the parties to the contract, even for actions relating to cheques or bills of exchange, shall be the court responsible for QUBUS GmbH.
- 8.2. In the case of contracts with foreign clients, German law shall apply exclusively.
- 8.3. In the case of the invalidity of individual provisions, the validity of the remainder of the provisions shall not be affected. This shall also apply in the event that individual terms and conditions are not included in the contract.

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