

# **TERMS & CONDITIONS**

for services of CompAn Labs GmbH

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## **1. Scope**

1.1 The following general terms and conditions apply to all legal transactions of CompAn Labs GmbH – hereinafter referred to as service provider – with its contractual partner – hereinafter referred to as the client.

1.2 Insofar as individual contractual provisions exist which deviate from or contradict the provisions of these General Terms and Conditions, the individual contractual provisions shall prevail.

## **2. Subject Matter of Contract**

2.1 The Parties shall agree to cooperate in accordance with the specific individual contractual arrangement. An employment contract is not intended by the parties and is not substantiated.

2.2 The service provider is responsible for social security contributions or tax matters himself and releases the client from any obligations.

2.3 The service provider is free to act for other clients.

## **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.

3.2 The subject matter of the contract or the precise description of the tasks 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 Termination without notice for important reasons is possible. There is an important reason:

The client is in arrears with two consecutive payments due and fails to perform after a reasonable period of grace.

The contracting authority loses its assets after the conclusion of the contract (inability to pay, insolvency), unless an application for the opening of insolvency proceedings has already been made.

## **5. Scope of services, obligations of the contractual partners**

5.1 The services to be provided by the service provider include the tasks listed in detail, in accordance with the order issued by the client.

5.2 The service provider shall inform the client at regular intervals of the result of his activities. The contracting parties may agree in the contract a timetable for the provision of services and a planned end date for the termination of services.

5.3 If the service provider is not in fact able to perform an order as contractually due, he must inform the client immediately.

5.4 The service provider shall provide the necessary equipment and personnel for the performance of the service, unless the client has the appropriate equipment or premises, unless otherwise agreed in an individual contract.

The parties shall endeavour to assist the contractual partner in the performance of the respective obligation to the best of their knowledge and belief by providing information, information or experience in order to ensure a smooth and efficient workflow for both parties.

5.5 Each of the contractual partners may request changes to the agreed scope of services from the other contractual partner in writing. Upon receipt of an amendment request, the consignee shall examine whether and under what conditions the amendment is practicable and shall immediately inform the applicant of the approval or rejection in text form and, where appropriate, the reasons for the approval or rejection. If an amendment request by the client requires a comprehensive review, the service provider may calculate the cost of the review upon prior notice, provided that the client nevertheless insists on the review of the amendment.

If necessary, the contractual adjustments to the agreed terms and services required for a review and/or amendment shall be specified in writing in a modification agreement and shall be effected in accordance with these general terms and conditions.

## **6. Copyrights and rights of use**

6.1 For the software created according to the customer's requirements, the sole copyright and exploitation rights as well as the intellectual property shall remain with the service provider.

6.2 The knowledge acquired in consultancy services may be used and exploited without restriction by the service provider while respecting the anonymity of the client and the agreed confidentiality.

6.3 Concepts and documentation created from consultancy services remain the intellectual property of the service provider and may only be passed on by the client to third parties with the express permission of the service provider, specifying the recipient. These must be clearly marked as created by the service provider.

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

7.1 Services shall be payable and invoiced monthly at the fixed price specified in the individual contract after termination or when payment is agreed on on a time and material basis, unless otherwise agreed in the contract.

7.2 In addition, the customer shall bear the costs for arrival and departure, expenses and overnight stays as follows:

The payment for arrival and departure to local dates is based on expenditure.

Travel times are calculated at half the valid hourly rate for the corresponding service billed.

In case of arrival/departure by car, a kilometre price of 0. 50 Euro is charged. The travel distance is determined via navigation software on the shortest route between the manufacturer's headquarters and the place of operation.

Flight and train travel are business class according to the costs incurred Airline tickets and 1st class rail travel billed.

7.2 Estimated prices for services based on time and material in cost estimates are non-binding. The quantitative estimates on which an estimate is based are based on a best known assessment of the scope of services.

7.3 The value added tax shall be charged at the rate of value added tax applicable at the time of performance.

7.4 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 claim default interest. The default interest shall be % p. a. above the base rate applicable at the time of calculation.

## **8. Liability**

8.1 The service provider is liable in cases of intent or gross negligence in accordance with the statutory provisions. Liability for guarantees is independent of fault. For slight negligence, the service provider is solely liable according to the provisions of the Product Liability Act, due to injury to life, body or health or due to the breach of essential contractual obligations. The claim for damages for the slightly negligent breach of essential contractual obligations is, however, limited to the foreseeable damage typical of the contract, unless liability is due to the injury to life, body or health. The service provider shall be liable to the same extent for the fault of vicarious agents and representatives.

8.2 The provisions of the preceding paragraph (7. 1) extend to compensation in addition to the performance, compensation instead of the performance and compensation claims for futile expenses, regardless of the legal reason, including liability for defects, delay or impossibility.

8.3 Liability for the correct use of the service results is excluded. This is the sole responsibility of the customer.

## **9. Jurisdiction**

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

If the client does not have a general place of jurisdiction in Germany or another EU member state, the sole place of jurisdiction for all disputes arising from this contract shall be our place of business.