

Status 22.05.2023

General Terms and Conditions

1. Scope of application

The following General Terms and Conditions apply to all legal transactions between the service company Exano - hereinafter referred to as the service provider - and its contractual partner - hereinafter referred to as the client.

Insofar as individual contractual provisions exist that deviate from or contradict the provisions of these General Terms and Conditions, the individual contractual provisions shall take precedence.

2. Subject matter of the contract

2.1 The contracting parties agree to work together in accordance with the specific, individual contractual agreement. An employment contract is not intended by the parties and is not established.

2.2 The Service Provider shall be responsible for social security contributions and tax matters and shall indemnify the Client against any obligations.

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

3. Conclusion of the contract

3.1 The contractual relationship for the services shall come into effect when a customer order is placed by the client and accepted by the service provider.

info@exano.one, +49 7461 1716634

EXANO
Schubertstraße 4, 78604 Rietheim-Weilheim
Deutschland, Germany

USt-Id: DE323228408
Kreissparkasse Tuttlingen: DE 14 6435 0070 0008 5886 41
BIC: SOLADES1TUT

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 on the individually agreed date.

4.2 The contract can be terminated with notice. In this respect, a notice period of 2 weeks to the end of the month is agreed.

4.3 Termination without notice for good cause is possible. Good cause shall be deemed to exist, for example, if the client is in arrears with two payments due and fails to pay after the expiry of a reasonable grace period, or if the client becomes insolvent (inability to pay, insolvency) after the conclusion of the contract, unless an application for the opening of insolvency proceedings has already been filed

5. Scope of services, obligations of the contractual partners

5.1 The services to be provided by the Service Provider generally comprise the tasks listed in detail in accordance with the order placed by the Client.

5.2 The contracting parties may agree in the contract a schedule for the provision of services and a planned end date for the completion of services.

5.3 If the service provider is actually unable to perform an order as contractually owed, it must inform the client immediately.

5.4 The Service Provider shall provide the equipment and personnel required for the provision of services, unless otherwise agreed in individual contracts.

The parties shall endeavor to the best of their knowledge and belief to support the contractual partner 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 Each of the contracting parties may request changes to the agreed scope of services from the other contracting party in writing. Upon receipt of a change request, the recipient shall check whether and under what conditions the change is feasible and inform the applicant immediately in text form of the approval or rejection and, if necessary, give reasons. If a change request from the Client requires an extensive review, the review costs for this can be charged by the Service Provider with prior notice if the Client nevertheless insists on the review of the change request.

If necessary, the contractual adjustments to the agreed conditions and services required for a review and/or amendment shall be set out in writing in an amendment agreement and shall be concluded in accordance with these General Terms and Conditions.

6. Prices and terms of payment

6.1 Services shall be due and invoiced monthly at the fixed price specified in the individual contract after completion or if remuneration on a time and materials basis has been agreed, unless a different 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 quantities on which an estimate is based are based on an assessment of the scope of services carried out to the best of our knowledge.

6.3 Value added tax shall be invoiced at the rate applicable at the time of performance.

6.4 Invoices are payable on receipt without deduction. If the invoice amount is not received within 30 days of the invoice date, the Service Provider shall be entitled to charge interest on arrears. The default interest shall amount to 5% p.a. above the base interest 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 shall be independent of fault. The Service Provider shall only be liable for slight negligence in accordance with the provisions of the Product Liability Act, for injury to life, limb or health or for breach of material contractual obligations. However, the claim for damages for the slightly negligent breach of material contractual obligations shall be limited to the foreseeable damage typical of the contract, unless liability is based on 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 provision of the above paragraph (7.1) shall extend to compensation for damages in addition to performance, compensation for damages instead of performance and claims for compensation for futile expenses, irrespective of the legal grounds, including liability for defects, delay or impossibility.

8. Place of jurisdiction

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

8.2 If the client 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 registered office.