

Terms & Conditions

SG Technical Solutions UG (haftungsbeschränkt)

Hegelstraße 39

39104 Magdeburg

Germany

§1 Application of the General Terms and Conditions

1. The General Terms and Conditions accepted by both contracting parties govern the terms and conditions between SG Technical Solutions UG (haftungsbeschränkt), represented by the Managing Director Stephan Gebele, Hegelstraße 39 39104 Magdeburg, hereinafter referred to as **the "Contractor"** and the Client, hereinafter referred to as the **"Client"**, as a service contract within the meaning of §§ 611 et seq. of the German Civil Code, unless otherwise agreed in writing between the contracting parties.
2. The contractor offers various services for booking.
3. These are in particular, but not exclusively, sales services for electrical machines, project management and management, preparation of offers, customer visits, preparation of schedules and technical overviews, marketing services, consulting in the field of sales and positioning, planning of complete systems consisting of various technical components, creation and implementation of individual planning software for sales processes, as well as services for maintenance and integration.
4. The object of the contract is the provision of an agreed service (service contract) and not the achievement of a certain success (not a contract for work). The services are considered to have been provided when the necessary services have been carried out and any questions that may arise have been dealt with. In its own interest, the Client undertakes to provide all relevant information truthfully and completely.
5. These General Terms and Conditions apply both to companies in accordance with § 14 BGB and to consumers in accordance with § 13 BGB.
6. Deviating, conflicting or supplementary general terms and conditions shall not become part of the contract, even if they are known, unless their validity has been expressly agreed to in writing by the contractor.

§2 Description of services

1. The contractor offers a variety of services in the field of B2B (business to business). These are in particular, but not exclusively, those listed below.
2. In the B2B sector, the services include the creation of planning concepts for the supply of a wide variety of technical machines, in particular three-phase motors and generators. This includes the creation of technical overviews in which all technical details desired by the end customer are specified, as well as the creation of time-mapping milestone overviews. Price negotiations with suppliers are also included in the service area.
3. The Contractor's services are provided with the utmost care and in compliance with the applicable legal provisions and standards. This also includes compliance with all relevant safety and environmental regulations.
4. The exact content of the services, the scope of services as well as the specific requirements and conditions are defined in the respective individual contracts between the Contractor and the Client and are part of the description of services.
5. Changes or extensions of the scope of services require the written agreement of both parties. Such changes may become necessary in particular due to legal changes, technical developments or special requirements of the Client.

§3 Conclusion of Contract

1. The Client shall commission the Contractor to provide a corresponding service. An assignment can be made by a signed offer on the part of the Contractor or by written order signed by the Contractor. The contractor then sends an offer to the client.
2. In any case, the contract is only concluded by a written order. The written assignment is made by the signature of the client on the offer prepared by the provider.
3. In the B2B sector, a separate written confirmation from the client is also required. This confirmation must also be made in writing and signed by the client.
4. The commissioning of the Client is binding. With the confirmation of the assignment, the Client shall be informed of the terms of payment and the services of the Contractor.
5. The offers of the contractor are subject to change. Acceptance, additions, amendments and ancillary agreements shall require written confirmation by the Contractor.
6. The Contractor is entitled to reject a service contract without giving reasons, e.g. if the Contractor cannot or may not provide the service due to its specialization or for legal reasons. In this case, the Contractor's fee claim for the services incurred up to the refusal of the service shall be retained.
7. The offer specifies the specific content of the services, the obligations of the parties and the terms of delivery and payment ("service description"). A subsequent change is not part of the service and will be charged separately if necessary.
8. The services offered can be one-off services and/or services to be provided regularly within the framework of a fixed term.

§4 Content of the service contract

1. The Contractor shall provide its services to the Client in the form of applying its knowledge and skills in the above-mentioned areas. A subjectively expected success of the client cannot be promised or guaranteed.
2. The Client undertakes to use the information materials, reports and analyses prepared by the Contractor within the scope of the service only for its own purposes. The Client shall receive the exclusive and non-transferable right of use thereto. All documents and tables are either personal and cannot be used by third parties or have been created individually by the Contractor for the Client.
3. All documents of the contractor are protected by copyright. This applies to both content on the Contractor's website and other documents. The Client is not entitled to reproduce, distribute or publicly reproduce such documents. The Client is also not entitled to make image, film or sound recordings of the methods of the service without the express permission of the Contractor.
4. No liability is assumed for the accuracy of technical data and other information in documents and brochures of third parties. Furthermore, they are not considered guaranteed properties within the meaning of the German Civil Code.

§5 Implementation of the service

1. The service is based on cooperation. The Client is not obliged to implement the recommendations made. The Client acknowledges that all steps and actions taken by it in the context of the provision of the Service are its own area of responsibility. The Client is responsible for ensuring that the e-mail address is correctly provided and that his e-mails are retrieved regularly.
2. The Contractor is entitled to postpone the performance of a service if it or a third party service provider engaged by it is prevented from performing the service on the agreed date, e.g. due to riots, strikes, lockouts, natural disasters, storms, traffic obstructions or illness through no fault of its own. In this case, there is no claim for damages for the client.
3. The illustration and description of the service on the Contractor's website are for illustrative purposes only and are only approximate. No guarantee is given for complete compliance
4. The Contractor shall be entitled to make adjustments to the content or the course of the service for technical reasons, for example if there is a need for an update or further development of the service content, provided that this does not result in a significant change in the content of the service and the change is reasonable for the Client.
5. The contractor does not have to carry out the service himself. He is entitled to hand over the performance of the service to third parties, e.g. subcontractors, at his own discretion.
6. The Client shall have obligations to cooperate insofar as this is necessary for the proper performance of the services. The exact obligations and requirements are set out in the individual contracts.

§6 Client's Duty to Cooperate and Dependence on Third Parties

1. The client's duty to cooperate is of decisive importance for the successful performance of the services to be provided by the contractor. The Client undertakes to provide all necessary information, documents and data in a timely and complete manner and to take all necessary actions that are necessary to fulfil the purpose of the contract.

2. The Contractor points out that in many cases the fulfilment of the agreed services depends on the cooperation of the Client or on official decisions. This applies in particular to the preparation of fire protection concepts and building applications, where additional demands or delays on the part of the responsible authorities may occur.
3. The Contractor is therefore not obliged to deliver an immediate result if the delay is due to a lack of or insufficient cooperation on the part of the Client or to delays or additional demands on the part of the authorities. In such cases, the Contractor shall inform the Client without delay and coordinate the further steps.
4. If the Contractor incurs additional expenses due to delays or additional requirements on the part of the authorities or due to the lack of cooperation of the Client, the Contractor shall be entitled to invoice these additional services and expenses separately. The Client undertakes to bear the additional costs incurred as a result.
5. The Contractor will endeavour to provide all services as quickly as possible and to inform the Client of the progress and any delays in a timely manner. The Client acknowledges that a delay caused by the Client's duty to cooperate or by official requirements does not constitute a delay on the part of the Contractor.

§7 Payment

1. Payment shall be made directly to the Contractor by the Client after completion of the corresponding progress of the project and the scope of the service rendered using the means of payment specified in the invoice. Partial invoices can be issued weekly, monthly or after the provision of specific partial services. The exact payment intervals and amounts will be specified in the respective offer or in the separate written confirmation.
2. Payment is due immediately upon booking and receipt of the invoice by e-mail. The payment term is 7 days from the date of invoicing, unless otherwise agreed.
3. All prices on the website or in the Contractor's offer are listed as both gross prices and net prices.
4. The client is in default if the payment deadline stated on the invoice or the agreed payment deadline is not met. In the event of default, the Contractor is entitled to charge default interest, reminder fees and the lump sum for delay in accordance with §§ 288 I, II BGB. Furthermore, the Contractor reserves the right to suspend regularly provided services in the event of delay without losing the claim to the agreed consideration from the Client.
5. The Contractor reserves the right to suspend the further provision of services in the event of default of payment or outstanding partial payments until the outstanding invoice amounts have been paid in full. The Client shall be informed of this in writing.
6. The Contractor reserves the right to increase the prices for services agreed in the service description appropriately after the expiry of the agreed respective term. An increase is possible for the first time after the end of the initial contract period.

§8 Term and Termination

1. The term of the service contract results from the respective separate written assignment. If it is a one-off provision of a service, this is noted in the contract and the following paragraphs of § 8 do not apply to it.

2. An ordinary termination of the service contract must be made in writing to the contractual partner at least one month before the end of the respective contract period.
3. The right to extraordinary termination remains unaffected.
4. If the contractual relationship is not terminated by one month before the end of the respective term, it will always be extended by a further month if the client is a consumer. In the case of entrepreneurs, the contractual relationship is always extended by the original term.
5. After the end of the regular term, the notice period is one month until the end of the extended term. The termination must also be made in writing.
6. Cancellations of current orders require the written consent of both contracting parties. The Contractor may demand appropriate compensation for services already rendered or costs incurred.

§9 Intellectual Property Rights

1. All rights to the results of the service that are related to the activity of the Contractor for the Client, in particular all copyright rights of use, all design rights, all trademark and trademark rights as well as other intellectual property rights (including all stages of development), belong exclusively and without restriction to the Contractor.
2. The Client hereby transfers to the Contractor the exclusive rights of use at the time of the creation of the results, which are unrestricted in terms of time, space and content.
3. The contractor permanently retains the right to his logo and brand. The Contractor's trademark and logo may not be used by the Client without the Contractor's consent.
4. The intellectual property, copyright and ancillary copyright rights to project-specific adaptations and developments shall remain with the Contractor, unless expressly agreed otherwise. The Client merely acquires the right to use it to the agreed extent.

§10 Confidentiality

1. The parties will keep confidential all trade secrets and other information of the other party marked as confidential (hereinafter referred to as "Confidential Information"). The receiving party ("Recipient") will treat the Confidential Information with the same care as it treats its own Confidential Information with the same sensitivity, but at least with the care of a prudent businessman.
2. Use of the Confidential Information is limited to use in connection with this Agreement. The disclosure of confidential information to third parties is not permitted without the prior consent of the disclosing party. Consents must be given in writing. No third parties within the meaning of this paragraph are affiliates of the parties and consultants who are required by law to maintain confidentiality.
3. To the extent required by applicable law, the recipient is also entitled to disclose and share confidential information. To the extent permitted by law, the recipient will notify the disclosing party prior to disclosing any Confidential Information.
4. The Parties shall require their employees or third parties to whom they disclose confidential information to treat such information confidentially within the framework of the respective subcontractor and employment relationships, with

- the proviso that the obligation of confidentiality shall continue beyond the end of the respective subcontractor or employment relationship, unless a corresponding general obligation to maintain confidentiality already exists.
5. Excluded from the obligation of confidentiality are information that
 - A. were already in common knowledge at the time of conclusion of the Agreement or subsequently become generally known without breach of the confidentiality obligations contained in this Agreement;
 - B. the recipient has developed independently of this contract; or
 - C. received by the recipient from a third party or outside of this Agreement from the disclosing party without any obligation of confidentiality.
 6. Proof of the existence of the exceptions referred to in this paragraph shall be the responsibility of the party invoking the exception.
 7. Upon termination of this Agreement, the parties will release or delete any confidential information in their possession of the other party at the request of that party. This does not apply to confidential information, for which there is a longer legal retention obligation, as well as data backups as part of usual backup processes.
 8. The Contractor is entitled to use empirical knowledge, such as ideas, concepts, methods and know-how, which is developed or disclosed in the course of the performance of the contract and is stored in the memory of the persons used to provide the service. This shall not apply to the extent that industrial property rights or copyrights of the Client are violated as a result. The obligation to maintain confidentiality remains unaffected by this.

§11 Liability and Warranty

1. The Contractor shall be liable to the Client in all cases of contractual and non-contractual liability in the event of intent and gross negligence in accordance with the statutory provisions for damages or reimbursement of futile expenses.
2. In other cases, unless otherwise provided for in paragraph (3), the Contractor shall only be liable in the event of a breach of a contractual obligation, the fulfilment of which is essential for the proper performance of the contract in the first place and on the fulfilment of which the Client may regularly rely (so-called cardinal obligation), and this is limited to compensation for foreseeable and typical damage. In all other cases, the Contractor's liability is excluded subject to the provision in paragraph (3).
3. Liability for damages resulting from injury to life, limb or health and under the Product Liability Act remains unaffected by the above limitations and exclusions of liability.
4. The contractor protects its clients against cybercrime as best it can. Unfortunately, this cannot always be prevented. For damages incurred by clients as a result of such cybercrime, the exclusion of liability in paragraphs (1) to (3) also applies, with the exceptions mentioned.
5. The Contractor shall not be liable, except for the previous paragraphs, for damages caused by the services provided, unless they are based on gross negligence or intent. In this context, the Contractor assumes no liability for lost profits, loss of data or other indirect damages.

§12 Data protection

1. The parties will comply with the data protection laws applicable to them from time to time.
2. If and to the extent that the Contractor processes personal data of the Client on behalf of the Client in the context of the provision of services, the parties shall conclude a customary agreement on the processing of data on behalf in accordance with Art. 28 GDPR before the start of the processing.
3. The Client agrees that the Contractor may process and store the data required for the provision of the Services. Data will only be passed on to third parties with the express consent of the client or on the basis of legal obligations.
4. The separate data protection provisions on the Contractor's website also apply.

§13 Right of revocation

1. With regard to the right of withdrawal, the Contractor refers to the following cancellation policy for consumers.
2. If the client is an entrepreneur, the right of revocation is excluded.

CANCELLATION

Withdrawal

You have the right to withdraw from this contract within fourteen days without giving reasons.

The withdrawal period is fourteen days from the day of conclusion of the contract. To exercise your right of withdrawal, you must inform us, [full name], [address], telephone number: [XXX], e-mail: [XXX], project number: by means of an unequivocal statement (e.g. a letter sent by post or e-mail) of your decision to withdraw from this contract. You can use the attached model withdrawal form for this, but it is not mandatory.

In order to comply with the withdrawal period, it is sufficient that you notify us of the exercise of the right of withdrawal before the expiry of the withdrawal period.

Consequences of revocation

If you withdraw from this contract, we shall reimburse you all payments we have received from you, including the delivery costs (with the exception of the additional costs resulting from the fact that you have chosen a type of delivery other than the cheapest standard delivery offered by us), without undue delay and at the latest within fourteen days from the day on which we received the notification of your withdrawal from this contract. For this refund, we will use the same means of payment that you used for the original transaction, unless otherwise expressly agreed with you; in no case will you be charged any fees for this repayment.

If you have requested that the services should start during the withdrawal period, you must pay us a reasonable amount corresponding to the proportion of the services already provided up to the time you inform us of the exercise of the right of withdrawal with regard to this contract compared to the total scope of the services provided for in the contract.

Sample withdrawal form

(If you wish to withdraw from the contract, please fill out this form and return it.)

To SG Technical Solutions UG (haftungsbeschränkt), Hegelstraße 39 39104 Magdeburg,
stephan.gebele@sgtechnicalsolutions.com

– I/we (*) hereby withdraw from the contract entered into by me/us (*) for the purchase of the following goods (*)/the provision of the following service (*)

– Ordered on (*)/received on (*)

– Name of consumer(s)

– Address of the consumer(s)

– Signature of the consumer(s) (only if notified on paper)

–Date

() Delete what is inappropriate.*

Option to extinguish the right of withdrawal:

☐ I expressly agree that the execution of the contract will begin before the expiry of the withdrawal period.

☐ I am aware that my right of revocation expires at the beginning of the execution.

§14 European Dispute Resolution

1. The contractor refers to online dispute resolution in accordance with Art. 14 para. 1 ODR Regulation: The European Commission provides a platform for online dispute resolution (ODR), which allows clients to <https://ec.europa.eu/consumers/odr> Here you can enter into the out-of-court settlement of consumer disputes arising from online contracts.
2. The Contractor is not willing or obliged to participate in a dispute resolution procedure before a consumer arbitration board.

§15 Final Provisions

1. Should individual provisions of the GTC or the respective service contract be or become invalid or void, the validity of the GTC or the service contract as a whole shall not be affected. Rather, the invalid or void provision is to be replaced in free interpretation by a provision that comes closest to the purpose of the contract or the will of the parties.
2. The law of the Federal Republic of Germany applies.
3. Changes and additions to the GTC or the service contract must be made in writing in order to be effective. There are no oral ancillary agreements.
4. If the client is a merchant, the place of jurisdiction is agreed to be the registered office of the contractor. In all other respects, the statutory regulations apply.