

General Terms and Conditions (GTC) of GGG – Geotechnik, Geoinformatik & Service GmbH

1. Scope of application

The following GTC apply – subject to future written amendment – to all contractual relationships between GGS GmbH and their existing and potential customers. ‘Customer’ shall be the recipient of our quote and/or our invoice and/or the technical documentation of the goods delivered or services provided.

Should a single clause become invalid, the other terms shall not be effected hereby. To compensate for the invalid clause, it shall be replaced by one commercially converged as agreed upon by the Parties involved.

2. Scope of contract

The customer shall accept our GTC by submitting their order or technical inquiry (orally, written or electronically). There shall be no valid scope of contract apart from those specified in our written quote.

3. Prices

Binding prices for goods and services strictly arise from a written quotation. Therefore, any ancillary verbal agreements shall be invalid. All discounts shall be stated in our quotations and invoices.

4. Terms of payment

Invoices are strictly payable due net upon delivery of the goods or provision of the services. Payment shall be made according to the mode of payment agreed - unless stipulated otherwise - two weeks net after receipt of invoice. In the event of non-payment caused by the drawee bank or by the customer themselves, GGS shall be entitled to claim default interest at a rate of 8% above the ECB base rate. Throughout the period of delay in payment GGS GmbH shall have the right to refuse acceptance and proceeding of any current and further orders until fulfilment of all payment obligations on the customer’s part.

5. Terms of delivery

Binding delivery dates for goods and services strictly arise from a written quotation. Therefore, any ancillary verbal agreements shall be invalid. The shipments are covered by a blanket insurance taken out by GGS GmbH. Customers preferring to collect the goods ex works shall bear the full risk of transport.

6. Force Majeure

GGG GmbH cannot be accounted for delivery delay due to Force Majeure and other events considerably impeding delivery longer than temporarily and which GGS GmbH cannot be held liable for, even though deadlines had been stipulated in the contract. This applies, in particular, to Third Parties’ refusal to deliver/provide contractual goods and services (e. g. industrial strikes). In this case we reserve the right to effect e. g. partial deliveries.

7. Warranty

GGG GmbH shall grant a one-year warranty for the functionality of their goods. There shall be no warranty for the capability of the goods delivered and services provided for a purpose not specified by the customer. Also, warranty cannot be claimed if the technical requirements for the use of the goods and services are not provided for on the customer’s site.

All obvious defects must be reported to GGS GmbH in writing within 7 days after receipt of the shipment. In case of delayed reporting, no warranty shall be granted. Hidden defects are exempt from this provision. At GGS’s choice, such reported defects shall be either replaced by new, defect-free goods or refinished on-site or credited to the customer’s account not exceeding the invoice amount. This procedure shall suspend further claims for indemnity.

8. Liability

We are not liable for damages caused by improper handling or improper installation on the part of the customer. In this respect we refer to our technical documentation, the state of the art as well as our Customer Support. GGS GmbH only assumes liability for damages caused by our own gross negligence or wilful intent, being clearly within our scope of responsibility.

9. (Intellectual) Property, Trade mark rights

Goods delivered and services provided remain the property of GGS GmbH until all invoices have been paid in full by the customer. Upon settlement of all outstanding accounts, such goods and services shall become the customer’s property.

Images, drawings and technical specifications shall remain the property of GGS GmbH after delivery and payment of the goods delivered and the services provided under these GTC.

Patent rights, copy rights and other protected rights involved herein are not transferred to the customer and remain our property. Any transfer of such intellectual property to Third Parties without the written consent of GGS GmbH is forbidden.

10. Law applicable

German law shall apply to all contracts between GGS GmbH and their customers under these GTC.

11. Jurisdiction

Jurisdiction and place of fulfilment shall be Speyer, the seat of GGS GmbH.

Speyer, 1st October 2018