

Service conditions

Cooperation and participation performance

The contracting parties shall each appoint a project manager/coordinator to manage and coordinate the execution of an order.

The Customer shall support the Contractor in the performance of the contractual services. In particular, he shall provide him with the necessary information and documents in full and in good time. During setup and configuration activities, the Customer shall ensure the presence of competent and trained employees and provide for the necessary assurance of its data.

Remuneration

Insofar as employees of glueckkanja-gab AG are to be used within the scope of project contracts for services rendered to the customer (development services, installation or conceptual services, implementation of customer-specific adaptations, implementation of paid workshops, etc.), the customer shall in each case notify glueckkanja-gab AG of this in advance in writing with a description of the task or confirm this immediately in writing after consultation by telephone. If glueckkanja-gab AG becomes active for the customer, the remuneration for services rendered will be based on time and effort. A daily rate comprises eight (8) working hours. The billing is done in units of quarter hours

For requested services outside of normal business hours, surcharges will be applied. These are: between 9:00 p.m. and 6:00 a.m. and on Saturdays a surcharge of 50% on the agreed hourly or daily rate. On Sundays and public holidays as well as on 24 and 31 December a surcharge of 100 % on the agreed hourly or daily rate. Travel time is generally charged at 90 € per hour per consultant. glueckkanja-gab AG reserves the right to charge a surcharge on the agreed hourly rates for activities abroad. A possible surcharge will always be communicated to the client before the start of the trip.

Waiting times of the contractor for which the client is responsible will be remunerated like working hours. If an agreed appointment is cancelled by the client within a period of less than 5 working days, glueckkanja-gab AG is entitled to charge for the planned working hours and any third-party costs incurred (e.g. travel expenses).

Travel expenses

If employees of glueckkanja-gab AG undertake travel at the express request of the customer, then the following provisions apply. Travel is also understood as the arrival and departure of employees to locations of the customer. The customer shall reimburse travel and accommodation costs as follows:

- Rail: First class (upon presentation of receipts).
- Airplane: Within Germany: Economy Class (against presentation of receipts)
- For international travel: Business Class (against presentation of receipts)
- Mileage allowance: 0.50 Euro (net) per kilometer traveled
- Overnight accommodation: In accordance with the applicable tax laws and guidelines (in agreement, higher accommodation costs will also be reimbursed on presentation of appropriate receipts)
- Cab fees and tickets for public transportation: According to receipts

glueckkanja-gab AG will coordinate the details of trips, e.g. dates or the use of a car instead of train or plane, with the customer in advance. In offers of glueckkanja-gab AG, flat rates for travel expenses can be specified for assignments at customer locations; these substitute the above calculation for these locations.

glueckkanja-gab AG will send invoices to the customer for the respective payments due, in which all travel and accommodation costs and the value added tax are shown separately in each case.

General

glueckkanja-gab can, if necessary, use alternative or additional staff for your project. Any hardware or software that may be required must be provided by the customer unless it is explicitly part of a quote. All Microsoft and glueckkanja-gab applications can be provided for evaluation by us for a limited period of time. The customer is responsible for providing necessary hardware for development, test and demo purposes. glueckkanja-gab AG is not responsible for the faultlessness of standard software.

With our offers, we offer the provision of suitable consultants within the framework outlined. The times are considered to be an estimation based on glueckkanja-gab's extensive project experience.

glueckkanja-gab AG will issue invoices monthly in arrears, unless otherwise agreed.

Rights of use

Unless otherwise expressly provided in an individual contract or unless the parties have expressly agreed otherwise in writing, all intellectual property rights and ownership in the materials created by glueckkanja-gab AG or any of its employees, as well as in all pre-existing materials relating to or in connection with the Services, including all retained intellectual property rights, and in all modifications, changes, extensions and rearrangements thereof, shall at all times belong to glueckkanja-gab AG. Ownership of all copies of the Materials shall also belong to glueckkanja-gab AG.

glueckkanja-gab AG grants the customer a royalty-free, perpetual, non-exclusive and non-transferable right to use the materials to the extent necessary for the receipt and use of the services, which use is always limited to the customer's internal operations only.

The client receives the irrevocable, transferable right of use, reproduction, processing and redesign with regard to all known and unknown types of use and exploitation for all work results that were created specifically and exclusively by glueckkanja-gab AG for the client within the scope of the provision of services.

In general, glueckkanja-gab AG shall remain authorized to continue to use know-how and own tools brought in by it during the development of the work results, also for orders of third parties.

Taxes, duties, and fees

For services provided outside the EU, as well as deliveries to countries outside the EU, the Customer shall pay all taxes, customs duties and other fees levied by the destination country.

Liability

glueckkanja-gab AG is liable in case of intent, gross negligence and breach of its essential contractual obligations, as well as for bodily injury in accordance with the statutory provisions.

In case of slightly negligent breach of non-contractual obligations, liability is limited to foreseeable and contract-typical damages.

Any contributory negligence on the part of the customer shall be imputed to the customer (e.g. insufficient data backup).

Changes of the IT-Service and Product descriptions

glueckkanja-gab may change the IT-service and product descriptions and the associated or related documents at any time. The Client must be informed by glueckkanja-gab in writing ten (10) weeks before the change takes effect. Client shall then have the right up to four (4) weeks prior to the effective date of the change to terminate the Services as of the date of the change in writing to glueckkanja-gab. Any advance payments for service periods not used due to the termination will be refunded to the client.

Place of jurisdiction

The place of jurisdiction and fulfillment is Offenbach a. M. The law of the Federal Republic of Germany applies. The severability clause applies to these terms and conditions.

As of August 2021