

Service Conditions

Project Management

Each contracting partner appoint a project manager / coordinator who will direct and coordinate the execution of an order.

Payment

Remuneration for provided services occur according to time and effort, once the glueckkanja-gab AG starts working for a customer. The daily rate is based on eight (8) working hours. Invoicing will be made according to units of quarter-hours.

For requested services outside of normal business hours surcharges will be calculated. These are: between 09:00 pm and 6:00 am as well as on Saturdays a surcharge of 50% on the agreed hourly or daily rate. On Sundays and Holidays as well as on December 24 and December 31 a surcharge of 100% on the agreed hourly or daily rate. Travel times will generally be invoiced with 90,00 € per hour - if no travel allowance has been agreed. For international activities the glueckkanja-gab AG reserves the right to levy a surcharge to the agreed hourly rates. A possible surcharge will always be communicated to the customer prior to departure.

Waiting times caused by the customer will be compensated like working hours. If the customer cancels an agreed appointment within a period of less than 5 working days, the glueckkanja-gab AG is allowed to invoice the planned working hours and resulting third-party costs (e.g. travel costs).

Travel Expenses

If the customer specifically requests employees of the glueckkanja-gab AG to travel, the provisions listed below shall count. Arrival and departure of employees at locations of the customer are also understood as travel. The customer pays for travel and accommodation costs as followed:

1. Rail: First Class (upon presentation of documents)
2. Plane: Within Germany: Economy Class (upon presentation of documents) When traveling abroad: Business Class (against presentation of documents)
3. Mileage allowance: 0,50 € (net) per kilometer
4. Overnight: according to the applicable tax laws and regulations (against presentation of documents, higher accommodation costs will be refunded.)

The glueckkanja-gab AG will always coordinate details of travel previously with the client. E.g. appointments or the use of a car instead of train or plane. In offers of the glueckkanja-gab AG travel allowances can be specified for working hours at customer sites. For these locations they replace the above-mentioned calculation, including the 90,00 € per hour compensation for travel time.

The glueckkanja-gab AG will provide invoices for payment to the customer, in which all travel and accommodation costs and sales tax are reported separately.

General

If necessary, the glueckkanja-gab AG can appoint alternative or additional employees for the project. Hardware or software that may be necessary needs to be provided by the customer if it is not explicitly part of an offer. The glueckkanja-gab AG is not responsible for the accuracy of standard software.

In our offer we have the provision of appropriate consultants in the illustrated frame. The expenses listed are estimations based on the extensive project experience of the glueckkanja-gab AG.

The glueckkanja-gab AG prepares invoices for the previous month, if nothing else has been agreed.

Taxes, Duties and Fees

For services that are provided outside the EU, as well as deliveries to countries outside the EU, the customer pays all taxes, duties and other fees charged by the destination country.

Liability

The glueckkanja-gab AG is liable for intent, gross negligence and breach of its contractual obligations, as well as for body damage in accordance with the statutory requirements.

With slightly negligent breach of non-essential contractual obligations, liability is limited to foreseeable and typical damages.

The customer is liable for contributory negligence (e.g. insufficient data backup).

Co-operative Performance of the Customer

The principal will assist the contractor in delivering the agreed-upon services. In particular, he will provide the necessary information and documents fully and in a timely manner. During setup and configuration activities the customer will ensure the presence of competent and trained staff and provide the necessary assurance of data.

Place of Jurisdiction

Court of jurisdiction is Offenbach a. M. The law of the Federal Republic of Germany shall apply. For these service conditions the severability clause applies.

As of December 2020