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General terms and conditions for the execution of research and investigation services

1. Offer

The offer describes the task with regard to the purpose of use, the period of processing, as well as the purpose of research and investigation. Variations from the offer, within the order, require a separate agreement.

2. Prices

All prices are set, with the exception of the situation, where the billing is made on a time and materials basis. The legal VAT is added accordingly.

3. Payments

The payments are due, without any deductions, within 10 days, after the issuing of the invoice.

4. Results of the research and investigation

The results of the research and investigation are provided to client, after the completion of the procedure, according to the offer.

5. Property rights of third parties

The contractor must be notified immediately about any third party property rights, which are known, and could be infringed by the use of the results of the research and investigation.

6. Warranty

The application of scientific care, as well as the adherence to acknowledged rules of technology, but not also the actual achievement of the purpose of the research and investigation, are guaranteed. The warranty is limited to six months after the delivery of the results of the research. This also applies to warranty claims, which are not subject to legal warranty deadlines.

7. Liability

The liability of the legal representatives and vicarious agents, based on contract infringements or offences, is limited to cases of premeditation, gross negligence, and the absence of a warranted quality and the infringement of an obligation, whose non-compliance would put the purpose of the agreement in danger.

The contract value constitutes the upper limit of the liability in all situations.

8. Reservation of property

The client acquires the ownership and rights of use for the results, only after having paid the full amount of the agreed price. The ownership may not be pledged nor transferred as a security.

In case of a resale, the client forfeits all rights, with effect in rem, resulting from the resale, to the contractor.

9. Nondisclosure

The client and the contractor will not make available to third parties, any data of a technical and commercial nature, transmitted to each other during the execution of the agreement or afterwards and marked as confidential. This does not apply to the information, which are freely accessible and to those, for which the contracting parties have waived the confidentiality aspect in writing.

10. Publication, advertising

The client has the right, after previous consultations, to publish the results of the research, with the obligation of mentioning the author. The consultation must take place in order to insure, that no dissertations, thesis or property rights applications are affected in a negative way.

Publications by the contractor, which refer to the purpose of use and which exclusive rights are claimed by the client, must be agreed upon with the client in a timely fashion.

The client may publish the results, either in whole or in part, while naming the contractor, for the purpose of advertising, only upon explicit agreement.

11. Termination

The contractor and the client have the right to terminate the agreement effective immediately, on important grounds. In case no significant progress is recorded after a period of at least six month, after the beginning of the work, the termination is possible, with a deadline of a month, at the end of the calendar month. After an effective termination, the client receives the results so far achieved, within a deadline of four weeks. The client has the obligation of paying the costs generated up to that point.

12. Miscellaneous

Collateral agreements, changes and supplements are only valid, if these have been confirmed in writing. Should any provision of these conditions be invalid, ineffective or unenforceable, as a whole or in part, a similar, applicable legal provision will replace it. The validity of the other provisions remains unaffected. The law of the Federal Republic of Germany applies. The place of delivery for the services and payments, as well as the jurisdiction, is Munich.