

GTC of velotech.de GmbH

1 General information, scope of application

The legal relations between velotech.de GmbH, Service Center for Product Safety, and its customers are regulated by the following general terms and conditions.

2 Scope of services

2.1 We prepare expert reports and perform tests and certifications for companies, products or other services of manufacturers on the basis of national and international standards with and without accreditation or other agreed test bases. In addition, we provide independent in-house assessment services, certification services and other services, such as consulting and training.

2.2 The subject of the order is the agreed activity or other service and not any success.

3 Offer, conclusion of contract, withdrawal

3.1 Our offers are non-binding and subject to change without notice, unless they are expressly marked as binding or contain a specific period of acceptance.

3.2 Contracts are concluded by the acceptance of an offer by the client. Contractual components shall be the contractual bases stated in the offer.

3.3 The scope of services is determined by the offer and any possible attachments.

3.4 If additional services become necessary, the client will be informed. An agreement in text form, informally possible, is necessary before additional services are performed.

3.5 velotech.de GmbH is entitled to place orders with subcontractors.

3.6 It is possible to withdraw from a contract in text form. In case of a declaration of withdrawal, which is received 14 days before the confirmed date at the latest, the price is not to be charged. Until the 3rd day before the date, the price is being reduced to half of the fee. In case of later withdrawal from the contract, the full price will be charged.

4 Cooperation obligations of the client

4.1 The client is obliged to provide all necessary equipment for the provision of the agreed services immediately, completely and free of charge. This especially applies for the test samples, information, records, documents and data required for us.

4.2 This also applies for information, records, documents and data that only become known during the processing of the order.

4.3 Upon request, the client must confirm in written form that the submitted documents and data are complete.

5 Deadlines, dates

5.1 The contractually agreed periods and deadlines for our performance of services are based on estimates of the work volume based on the information provided by the client.

5.2 These are only binding if they were confirmed as binding by us in written form.

5.3 As far as deadlines and dates have been confirmed as binding, they only start to run when the client has provided all necessary equipment in time.

6 Terms of payment

6.1 The fees are based on the prices of velotech.de GmbH valid at the time of service provision. The fees are always subject to the statutory value added tax.

6.2 Appropriate cost advances may be requested and/or partial invoices may be provided according to the services already rendered. Partial invoices need not be designated as such. The receipt of an invoice does not mean that the order has been fully invoiced.

6.3 The remuneration invoiced in accordance with no. 3.2 and by final invoice is payable 14 days after the invoice is issued, unless otherwise agreed.

6.4 Complaints about invoices must be made in text form within a limitation period of 14 days after receipt of the invoice.

7 Warranty

7.1 The warranty covers only the services ordered. The warranty obligation is initially limited to supplementary performance within a reasonable period. If the supplementary performance fails, the client is entitled to demand a reduction of the remuneration or cancellation of the contract.

7.2 The provided service is to be checked by the client immediately. Obvious mistakes or faults in the service must be reported in written form within 14 days after receipt of the notification of the result; otherwise the claim for compensation becomes invalid.

8 Place of fulfillment and jurisdiction

8.1 The only place of fulfillment and jurisdiction for all disputes arising directly or indirectly from the contractual relationship is Schweinfurt.

8.2 The contractual relationship and all legal relationships arising therefrom are exclusively subject to German law.