

GTC

These General Terms and Conditions (GTC) apply to IBISCH GmbH and IBISCH SWISS AG.

§1 Scope of Application

These General Terms and Conditions govern the placement of personnel by IBISCH and are valid from January 28, 2025. They replace all previous terms and conditions.

These General Terms and Conditions apply exclusively to all our deliveries and services. They also apply without express mention to all future business transactions with the client. We do not recognize any conflicting or deviating general terms and conditions of the client, even if we do not expressly object to them upon receipt. Our terms and conditions therefore also apply if we perform the deliveries and services without reservation in the knowledge of conflicting or deviating conditions of the client. This does not apply if we have expressly acknowledged the validity of the client's terms and conditions in writing.

These terms and conditions apply exclusively to entrepreneurs within the meaning of § 310 (1) BGB, § 14 BGB.

§2 Offer; Contract Duration; Documents

We are bound by our offers for 4 weeks from the date of the offer, unless the offer contains a different period of commitment or is expressly marked as "non-binding". We can accept orders from the client that qualify as offers pursuant to § 145 BGB within 4 weeks, unless a different deadline is specified in the order.

Contracts for continuous or recurring services (continuing obligations) are concluded for a term of 1 year, unless a different agreement is made. If such a contract is not terminated at least 3 months before the end of the term, it shall be extended by 1 further year each time.

IBISCH reserves the unrestricted ownership and copyrights to our cost estimates, offers, drawings and all associated technical documents (hereinafter referred to as "documents"). This also applies to any other documents that we provide to the client before or during the execution of the order. The documents may not be duplicated, copied, made accessible to third parties in any other way or used for other purposes without our express written consent. The documents (including copies) must be returned to us immediately upon request if the order is not placed.

§3 Scope of Services, Obligations of the Client, Applicability of the ADSp

The following provisions shall apply to the performance of maintenance, servicing, repair, plant construction and other assembly work, unless otherwise agreed:

The client must create the necessary conditions for the safe, smooth and proper performance of our activities. This includes in particular the necessary official permits as well as information on special hazards at the client's premises, such as hazards from in-house transport, crane work, fall hazards and explosion hazards, if these must be observed in the performance of our activities. Insofar as the client or third parties provide services in addition to us, the client shall be responsible for coordinating the individual work processes.

The client is obliged to provide us with the documents, plans, drawings, operational safety regulations, technical regulations, operating manuals as well as maintenance and repair regulations necessary for the performance of the service free of charge, completely and in a timely manner.

The client shall provide us free of charge with the equipment and tools (in particular scaffolding, work platforms, ladders and other hoists) required for the performance of our services as well as the work aids (e.g. conveyor equipment or driving systems) available at the place of use.

The client shall provide us free of charge with the media and energy (such as electricity, gas and water) required for the performance of our services.

The client shall provide us free of charge with (i) the areas required for the storage of materials as well as equipment and tools and (ii) suitable lockable rooms for the accommodation of the personal belongings of our employees for the duration of our service provision.

The disposal of all waste materials related to our activities is the responsibility of the client at the client's expense.

Our employees are entitled to use the client's changing rooms and sanitary facilities and - to the extent that local conditions permit - to participate in the client's canteen meals.

§4 Engagement of Partner Companies and Subcontractors

IBISCH is entitled to commission selected partner companies and subcontractors to perform the offered services.

§5 Prices

The statutory value added tax is not included in our prices; it will be shown separately in the invoice at the applicable rate on the date of invoicing.

The prices apply to the execution of the work during the agreed working hours. Work performed outside these times due to the client's requirements will be charged separately.

In the event of changes/new introductions of taxes, statutory levies, minimum wages, labor costs and ancillary labor costs, in particular due to the conclusion of new wage, framework or other collective agreements or statutory changes in ancillary labor costs, we are entitled to adjust the prices by the corresponding percentage by which the labor and ancillary labor costs have increased compared to the last labor and ancillary labor costs incurred prior to the increase, plus the respective applicable value added tax. The price adjustment must be notified to the client in writing and the increase in labor and ancillary labor costs must be proven. The price adjustment shall become effective at the time of the adjustment of the labor and ancillary labor costs.

Additional work will be invoiced to the client based on the rates and prices agreed in the contract. If the services are neither regulated in the contract nor in a supplementary agreement, our current list prices at the time of commissioning the additional services shall apply.

§6 Payments, Offsetting, Retention of Title

Unless otherwise agreed, payments are due within 7 days of the date of the invoice.

The client is not entitled to set off or withhold payments, unless the client's counterclaim is acknowledged by us, undisputed or has been legally established or the client's counterclaim is based on the same contractual relationship as our claim.

The payment deadlines must be met even if the transport, delivery, installation, commissioning or acceptance of the delivery or service is delayed for reasons for which the client is responsible. Payments must also be made if insignificant parts are missing, but this does not impair the use of the delivery and service, or if minor rework on the deliveries and services proves necessary.

IBISCH retains title to all delivered goods and materials (collectively "reserved goods") until they are paid for in full. Insofar as the value of all security interests to which we are entitled exceeds the amount of all secured claims by more than 10%, IBISCH will release a corresponding portion of the security interests at the client's request. During the existence of the retention of title, the respective reserved goods may neither be pledged to third parties nor transferred as security. The client must immediately notify IBISCH in writing if and to the extent that third parties access the goods subject to retention of title.

In the event of processing, combining or mixing the reserved goods with other objects not owned by us, we shall acquire co-ownership of the processed, combined or mixed items in the proportion of the value of the respective reserved goods to the value of the other goods.

§7 Termination

IBISCH is entitled to terminate the contract with immediate effect and to immediately suspend the work if there is an important reason. An important reason is in particular given if the client is in default with a payment obligation in whole or in part for more than two months or has filed for insolvency proceedings over his assets, provisional insolvency administration has been ordered, insolvency proceedings have been opened or dismissed for lack of assets or repeatedly fails to fulfill his obligations to cooperate.

In these cases, we are entitled to the agreed remuneration for the services rendered up to that point in full. The assertion of further damages remains unaffected.

§8 Acceptance

The client is obliged to inspect and accept the work performed by us and completed partial services immediately after their completion. The services must be accepted even in the case of minor defects.

The services of IBISCH are also deemed to have been accepted if the client has been set a reasonable deadline for acceptance and the client has not refused acceptance within this period, stating at least one defect.

If the client refuses acceptance citing defects, he must cooperate in a joint inspection at our request. If he fails to appear at a date for the inspection set by us within a reasonable period, we can also carry out the inspection unilaterally. § 650g (2) sentences 2 and 3 as well as (3) shall apply accordingly.

§9 Warranty

The client must notify us in writing of obvious defects and defects recognizable upon proper inspection immediately after acceptance of the service. The client must notify us in writing of non-obvious and/or not recognizable defects immediately after discovery.

In the event of a defect, we are entitled at our discretion to remedy the defect (subsequent improvement) or to deliver the goods again or to recreate the work (subsequent delivery).

The limitation period for warranty claims is 1 year, calculated from acceptance (for work services) or from the transfer of risk (for goods deliveries). The statutory limitation periods shall apply deviating from the above sentence for our liability due to intentional and grossly negligent breaches of duty as well as culpable injury to life, body or health and the mandatory liability under the Product Liability Act.

The client's rights of recourse against us pursuant to §§ 445a, 478, 479 BGB only exist to the extent that the client has not made any agreements beyond the statutory claims for defects.

§10 Liability, Insurance

Unless otherwise stipulated below or elsewhere in the contract or its annexes, we shall be liable in accordance with the statutory provisions. However, our liability does not cover indirect damages and is also limited in amount to the insurance coverage amounts stated in Section 9.4, unless we are guilty of gross negligence or intent.

Furthermore, our liability is limited to the foreseeable, typically occurring damage, unless we are guilty of intent. We are also liable in accordance with the statutory provisions in the event of a culpable breach of a material contractual obligation (such as one that the contract imposes on us according to its content and purpose or the fulfillment of which is essential for the proper execution of the contract and on the observance of which the client regularly relies and may rely); in this case, however, our liability for damages is also limited to the foreseeable, typically occurring damage, unless we are guilty of intent.

Our liability for culpable injury to life, body or health remains unaffected; this also applies to any mandatory liability under the Product Liability Act and to liability for breach of data protection regulations.

For the performance of all our activities that concern forwarding, freight, storage or other services typically belonging to the forwarding industry, our liability is determined on the basis of the General German Forwarder's Conditions (ADSp) in the version dated January 1, 2017. These limit in Section 23 ADSp the statutory liability for damage to goods under § 431 HGB for damage in forwarding custody to 5 €/kg; for multimodal transports including sea transport, to 2 SDR/kg and, in addition, per damage case or event to 1 million € or 2 million €, whichever is higher. Section 27 ADSp does not constitute an agreement on other liability limits within the meaning of Article 25 of the Montreal Convention.

For the performance of crane services, our liability is determined on the basis of the General Terms and Conditions of the Federal Specialist Group for Heavy Goods Transport and Crane Work as of October 1, 2013 (AGB-BSK Kran und Transport 2013).

IBISCH has a general liability insurance policy - insurance coverage of 5,000,000 EUR lump sum for personal injury and/or property damage.

§11 Miscellaneous

The law of the Federal Republic of Germany shall apply, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). For orders in Switzerland, Swiss law shall apply.

If a provision should be or become invalid, the validity of the remaining provisions shall not be affected. The invalid provision shall be interpreted in such a way that the economic purpose intended with it is achieved as closely as possible.

The client is aware that we store his data, but only in compliance with the applicable data protection regulations.

For all disputes arising from this contract - including for certificate, bill of exchange and check proceedings as well as dunning procedures - the place of jurisdiction is the registered office of our order-fulfilling branch in Germany or Switzerland. IBISCH is entitled to sue the client at any other permissible place of jurisdiction.

§12 Changes and Amendments

Changes and amendments to these General Terms and Conditions require the written form. This also applies to the waiver of the written form requirement.

§13 Severability Clause

Should a provision in these terms and conditions or a provision within the framework of other agreements be or become invalid, this shall not affect the validity of all other provisions or agreements. The invalid provision shall be replaced by an effective provision that comes as close as possible to the economic purpose of the invalid provision.

§14 Data Protection

The client agrees that IBISCH collects, processes and uses his data within the framework of the business relationship to the extent necessary for the performance of the contract and in accordance with the applicable data protection regulations.