

General Terms and Conditions

Last update: 2015-09-21



1. The following General Terms and Conditions apply to all business between GEFEG Gesellschaft für elektronischen Geschäftsverkehr mbH, Storkower Straße 207, 10369 Berlin – hereinafter referred to as GEFEG – and companies, corporate bodies under public law and special funds under public law (hereinafter referred to as the Customer).
2. Modifications desired by the Customer and general terms and conditions which conflict with these General Terms and Conditions shall not become part of the Agreement even if GEFEG does not expressly object to them.
3. Legally relevant statements between the parties shall only be effective if made in writing.
4. The documents (such as images, catalogues, brochures, descriptions and other information) which belong with the offer shall only serve as approximate guidelines unless explicitly marked as binding. GEFEG reserves the right to modify the object of the Agreement, as long as the object itself is not fundamentally changed and the modifications are not unreasonable for the Customer to accept.
5. None of the prices quoted by GEFEG include VAT.
Unless agreed otherwise, invoices are to be paid by the agreed date and free of transaction charges. The following conditions of payment apply:
 - Payment in advance
 - Within 14 days of the invoice date in full.The Customer may only offset if its counter-claim has been recognised by GEFEG or established by final judgement.
6. Unless agreed otherwise, the place of performance for services is Berlin.
At the request of the Customer, GEFEG shall deliver products. Delivery shall be ex works from Berlin (Incoterms 2010).
7. If the contract between the parties should violate industrial property rights, copyrights or other third-party rights, the Customer shall be entitled to withdraw from the contract if GEFEG is responsible for the violations.
If such a rights violation should result in a legal dispute, the Customer and GEFEG shall immediately inform one another and coordinate their defence.
The Customer is reminded that GEFEG cannot be held liable for rights violations caused by the Customer, especially the unauthorised processing and modification of the object of the Agreement.
8. Agreed deadlines shall be reasonably extended if the parties are unable to adhere to them on the grounds of force majeure or other unforeseeable circumstances which cannot be overcome with reasonable resources and for which GEFEG is not responsible.
The same applies if such circumstances should occur with upstream suppliers and sub-suppliers.
GEFEG shall inform the Customer of such impediments and their duration.
9. The Customer is not entitled to compensation on the grounds of a breach of contractual duties and unauthorised actions unless the claim is based on intent or gross negligence on the part of GEFEG or its vicarious agents, on injury to life, limb or health or on the breach of a cardinal duty. Cardinal duties are all duties which must be fulfilled in order that the contract can be duly executed and on the fulfilment of which the contractual partner can normally rely. In cases of ordinary negligence, the liability for financial losses caused by a breach of a cardinal duty shall be limited to the foreseeable direct damage.
10. Wherever legally permissible, as goods subject to retention of title, delivered products shall remain the property of GEFEG until all claims have been satisfied, regardless of their legal basis, including future and contingent claims from contracts concluded at the same time or at a later date. This also applies if payments are made towards specifically designated outstanding balances.
11. Any complaints due to incomplete or incorrect deliveries are to be filed in writing immediately after the delivery and any complaints due to defects immediately after the defect is discovered.
If a product or service proves defective, GEFEG is entitled to either remedy the defect or deliver a flawless replacement. With regard to remedying the defect, the right to subsequent improvement is limited to two attempts at any single defect and three attempts in total.
If GEFEG fails to fulfil its duty to render subsequent performance (remedying the defect or delivering a replacement), the Customer shall be entitled to withdraw from the contract if it had set GEFEG a reasonable deadline for subsequent performance and this deadline expired.
The Customer is not entitled to a reduction in the price or to remedy the defect itself.
12. **GEFEG is entitled to name the Customer and the service it rendered as a reference on its website and in promotional material such as leaflets and product presentations.**
13. At the discretion of GEFEG, the place of jurisdiction for all disputes arising between the contractual partners shall either be Berlin or the place of general jurisdiction of the Customer, if legally permissible.
14. The relationship between the parties is exclusively subject to the laws of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods (CISG) is unanimously excluded.
15. This Agreement has been concluded in both German and English, however the German version shall take precedence if any interpretation issues should arise.