General Terms and Conditions of cotedo Service GmbH

(As of: April 2023)

cotedo Service GmbH
Motorworld München
Am Ausbesserungswerk 8
80939 Munich, Germany

Phone: +49 (0)89 716 7797 00
Web: www.cotedo.de
Email: info@cotedo.de

§ 1. Scope

(1) Our Terms and Conditions apply exclusively; we do not recognise any terms and conditions of the customer that conflict with or deviate from our Terms and Conditions unless we have expressly agreed to their validity in writing. Our Terms and Conditions also apply if we perform services for the customer without reservation in the knowledge of conflicting or deviating terms and conditions of the customer.
(2) All agreements made between us and the customer for the purpose of executing this contract are set out in writing in this contract.
(3) Our Terms and Conditions apply only to entrepreneurs within the meaning of Section 310 (1) of the German Civil Code (BGB).
(4) Our Terms and Conditions also apply to all future transactions with the customer.
(5) If these Terms and Conditions are translated into another language, the German text of these Terms and Conditions alone shall remain authoritative.

§ 2. Offer, conclusion of contract

(1) Our offers are subject to change unless otherwise agreed. The contract is concluded only by written confirmation.
(2) We may accept orders that qualify as an offer pursuant to Section 145 BGB within 2 weeks.

§ 3. Copyrights

We reserve property rights and copyrights to illustrations, drawings, calculations, documents and other materials. This also applies to work results and to written documents designated as “confidential”. The customer may neither make these documents accessible to third parties, nor disclose them, nor use or reproduce them itself or through third parties without our express written consent.

§ 4. Services, obligations to cooperate

(1) Our services are determined exclusively by the written offer.
(2) The customer undertakes to cooperate in the performance of the contractually owed services by providing the necessary information, data and documents.
(3) We are not obliged to check the written or oral information, data and documents provided by the customer for accuracy and completeness.
(4) We are not responsible for delays in performance that originate from the customer’s sphere of responsibility (for example, late provision of cooperation services) or are due to force majeure. We are entitled to postpone the service concerned by the duration of the impediment plus a reasonable start-up period. We will notify the customer of delays in performance without undue delay.

§ 5. Right of retention

Until our claims arising from the contractual relationship have been fully satisfied, we are entitled to a right of retention in respect of the documents handed over to us by the customer for the purpose of performing the services.

§ 6. Prices

(1) Unless otherwise agreed, prices are net prices.
(2) We reserve the right to change our prices accordingly if the service is performed later than 3 months after conclusion of the contract and cost increases occur, in particular as a result of collective wage agreements. We are obliged to proceed in the same way in the event of cost reductions. We will provide evidence of both cost reductions and cost increases to the customer upon request as soon as and to the extent that they have occurred.
(3) Statutory VAT is not included in our prices; it will be shown separately in the invoice at the statutory rate applicable on the date of invoicing.
(4) The deduction of a cash discount requires a separate written agreement.

§ 7. Terms of payment

(1) Unless otherwise stated in the order confirmation, the amount is due for payment (without deduction) within 10 days of the invoice date. The statutory rules regarding the consequences of default in payment apply.
(2) Notwithstanding this provision: first orders are executed only against payment in advance. We also reserve the right to demand payment in advance for individual customers and contracts without stating any reasons.
(3) The customer is entitled to rights of set-off only if its counterclaims have been finally established by a court, are undisputed or have been acknowledged by us. In addition, the customer is entitled to exercise a right of retention only insofar as its counterclaim is based on the same contractual relationship.

§ 8. Naming as a reference

The customer permits us to name it as a reference customer on our website and in other media and to present the services provided publicly for advertising purposes. We will take into account any legitimate conflicting interest asserted by the customer.

§ 9. Data protection

The customer’s personal data will be treated confidentially and in accordance with the statutory data protection regulations. Personal customer data will not be disclosed without express consent, except as necessary for the performance of the contract.

§ 10. Liability

(1) We are liable in accordance with the statutory provisions if the customer asserts claims for damages based on intent or gross negligence, including intent or gross negligence on the part of our representatives or vicarious agents. Unless we are accused of an intentional breach of contract, liability for damages is limited to the foreseeable, typically occurring damage. In the event of injury to life, body or health, we are always liable without limitation.
(2) We are liable in accordance with the statutory provisions if we culpably breach a material contractual obligation; in this case, too, liability for damages is limited to the foreseeable, typically occurring damage. A material contractual obligation exists if the breach relates to an obligation on whose performance the customer has relied and was entitled to rely.
(3) Unless otherwise provided above, liability is excluded.
(4) Any liability for damages beyond that provided for in paragraphs 1–3 is excluded, irrespective of the legal nature of the claim asserted. This applies in particular to claims for damages arising from fault at the conclusion of the contract, from other breaches of duty or from tortious claims for compensation for property damage pursuant to Section 823 BGB.
(5) The limitation pursuant to paragraph 4 also applies insofar as the customer, instead of a claim for damages in lieu of performance, demands reimbursement of futile expenses.
(6) A preclusion period of 18 months applies to the limitation of all claims. It begins upon knowledge of the damage and of the person causing the damage.
(7) Insofar as liability for damages towards us is excluded or limited, this also applies with regard to the personal liability for damages of our employees, workers, staff, representatives and vicarious agents.

§ 11. Final provisions – place of jurisdiction – place of performance

(1) If the customer is a merchant, our registered office is the place of jurisdiction; however, we are also entitled to sue the customer at the court of its place of residence.
(2) The substantive law of the Federal Republic of Germany applies exclusively; the application of the Rome I Regulation is excluded.
(3) Unless expressly agreed otherwise, our registered office is the place of performance.