

General terms and conditions (GTC) of company

Mirell Development, Martin Szulecki (MIRELL), Wörthstr. 14, 40476 Düsseldorf

1. General

The following general terms and conditions (GTC) are part of all contracts with clients and MIRELL. Any changes or collateral agreements require to be effective in writing.

2. Prices, payment terms and rates

All non-binding offers and prices are valid only in written form and are subject to change. Agreed prices and terms of payment are mandatory. All invoices are due immediately on delivery of the invoice for payment. MIRELL is entitled to make partial deliveries.

Changes and new requirements after an order confirmation has been signed must be recorded in writing and are charged separately. In default of payment, MIRELL is authorized to calculate 5,- EUR per reminder.

Offers will be made including risk estimate, i.e. there are no additional costs.

Excluded from this are changes not agreed upon in requirement specifications and hours of work requested on Sundays which are charged with 40% extra surcharge.

All material underlying a quote (quotations, specifications and designs) may not be used by the customer after the bid phase if the order has not been confirmed.

3. Execution, delivery and acceptance of services and supplies

Agreed delivery dates are binding on both parties. If partial deliveries are agreed, they are realized one after another. If the customer does not supply any defects in writing within two weeks after receiving a delivery, it automatically validates as if being accepted. Upon delayed delivery of requested material from the customer during the implementation period, any scheduled delivery date shifts by two days per day of delay. The customer will be informed about delays.

4. Confidentiality, Privacy

The customer is hereby notified pursuant to §22 Paragraph 1 of the German Federal Privacy Act and §4 of the German Teleservices Data Protection Regulation, that MIRELL processes his address in machine-readable form for tasks arising from the contract and computer processing.

MIRELL will handle all operational and business secrets of the customer received in relation to the services and activities as confidential.

The customer releases MIRELL from all claims by third parties regarding information and material received from the customer.

The provisions of the German Federal Data Protection Act and the German Telemedia Act, for damages resulting from a violation of legal regulations - in particular copyright law - arise, are liable to the customer.

5. Liability and Warranty

MIRELL liability is limited to proven intentional acts, but not for acts of neglect.

MIRELL is not liable for parts of the deliveries which are created, provided or modified by third parties.

The liability of MIRELL, including any claims of the customer are limited in any case only up to the amount of compensation. The warranty period shall commence on the date of acceptance.

Warranty claims for MIRELL delivered or used third-party products only apply if MIRELL can make an even warranty claim against the supplier of the products.

A possible right of the client for self-elimination of a defect and replacement in accordance with §633 Paragraph (3) German Civil Code (BGB) is explicitly excluded.

6. Rights and Copyrights

All rights of use of results and materials from inquiries, quotes and projects remain at MIRELL until full payment is received. By default, the customer receives the non-exclusive, simple, non-transferable right to use the result of the services on any number of computer systems.

7. Revocation (for Consumers)

Consumers may revoke and cancel the contract within two weeks after receiving the order confirmation. The right expires if MIRELL starts with the execution of the service or the consumer actively starts using the service. To meet the deadline, timely mailing of the revocation to Mirell Development, Martin Szulecki, Wörthstr. 14, 40476 Düsseldorf is sufficient. The withdrawal can be made without giving any reasons.

Revocation of an otherwise regularly existing consumer right for purchases at a distance is not given in the case when products are made by MIRELL according to individual customer specifications (§312d Paragraph 4 No. I BGB).

8. Place of Jurisdiction

Exclusive place of jurisdiction shall be Düsseldorf, if the customer is a merchant, legal person under German public law, or a special investment fund under German public law, if the Merchant's legal venue is not in Germany or the customer relocates his residence or normal place of dwelling outside Germany after or at the conclusion of the agreement or if it is not known.

This also applies to claims for pre-and post-contractual obligations and statutory claims that compete with contractual or pre-and post-contractual claims.

The laws of the Federal Republic of Germany also apply to foreign connections and despite possibly non-German language of the contract or delivery addresses.

9. Salvatory Clause

Should any part of this agreement be invalid for any reason, it is to be replaced with a corresponding text, which is valid and equivalent to the intended meaning. The rest of the agreement shall remain unaffected and valid.