



Terms and Conditions

Status 1/2018

I Introductory Notes

- (1) Please read the following terms and conditions. Collaboration indicates that you have read and accepted these Terms and Conditions.
- (2) Ehlin Olufs-Pai (hereinafter referred to as contractor) provides its services solely on the basis of these Terms and Conditions. They also apply to all future business relationships, even if they are not expressly agreed again. At the latest at the time of first use of her services, these conditions are considered accepted.
- (3) Differing or additional terms and conditions of the client are only valid if they are accepted in writing.

II Contract Matter

- (1) The object of the contract is the agreed service, but not the achievement of a certain economic success.
- (2) The contractor will work for the client as a freelancer. An employment relationship is not justified.
- (3) The contractor is responsible for the tax and social insurance matters as well as for the business registration.

III Provision of the service

- (1) The contractor is free to accept or reject the orders from the client. For the client, this contract does not constitute an obligation to place orders.
- (2) The contractor shall not be subject to any instructions and directives vis-à-vis the client; However, she has to observe the technical specifications of the client in so far as this requires the proper execution of the contract.
- (3) The contractor is free to choose the place and time of her activity for the client. If it requires the performance of the task, the client shall provide him with adequate office space with the equipment necessary for the work.
- (4) The contractor will regularly report to the client on the status of its activities.
- (5) The contractor may also use a third party to fulfill the orders. However, she remains responsible for the proper implementation of the contractual service to the client.

IV Delivery Terms

- (1) The delivery times and dates are generally not binding for the contractor. A delivery period begins at the earliest with the order confirmation of Ehlin Olufs-Pai, but never before clarification of all details. If no special delivery date is expressly agreed, Ehlin Olufs-Pai usually delivers in consultation with the client.
- (2) In the event of culpable exceeding of an agreed performance or delivery period, default is only given after setting a reasonable extension.
- (3) Operational disruptions, in particular non-delivery or delayed delivery by contracting parties and events of force majeure entitle the contractor to exclude any claims for damages of the client to extend the delivery periods and / or cancel the delivery obligation.



V Scope & change of service

- (1) During the provision of services, both parties may at any time suggest changes in the agreed services in writing. In the event of a change request by the client, the contractor must inform him promptly whether the change is possible and what effects it has on the contract, in particular on price and deadlines. The client then has to confirm the change in writing.
- (2) The contractor shall inform the client regularly about the progress of the work and shall promptly communicate any circumstances that endanger the fulfillment of the contract in accordance with the agreed terms.

VI Acceptance & Defect Warranty

- (1) The service is accepted as soon as the client has released the work submitted by Ehlin Olufs-Pai.
- (2) The service shall be considered accepted if the client does not object within two weeks after the service has been delivered.
- (3) The acceptance is valid at the latest with the payment or use of the work as effected. The client must name any defects immediately in writing, but at the latest within two weeks after delivery of the service.
- (4) Ehlin Olufs-Pai is entitled to fulfill its performance obligations in partial or partial deliveries.
- (5) The client may demand rectification or replacement at its own discretion. If one of the two types of supplementary performance is only possible for the contractor at disproportionately high costs, the client's claims are limited to the other type of supplementary performance. If the subsequent performance fails twice, the client can withdraw from the contract or demand a reduction in the remuneration. Claims for damages are excluded, unless they are based on intent or gross negligence.

VII Liability

- (1) Ehlin Olufs-Pai shall be liable for intent and gross negligence, regardless of the legal grounds, unless the contract stipulates otherwise. This limitation of liability also applies to her vicarious agents.
- (2) Liability for indirect damage, consequential damage and loss of profit is excluded. The liability for positive breach of contract, culpa in contrahendo and tort is also limited to the replacement of the typical, foreseeable damage up to the amount of the respective order of the contract.
- (3) Ehlin Olufs-Pai is not liable for cases of force majeure such as unpredictable illness, accident, military violence, environmental and natural disasters, accidents (power outage, flooding, etc.), hardware and software defects (virus attack, etc.), disruption of the Internet and telecommunications network and access.
- (4) Liability for the services and work results of contract partners is excluded, as far as the legal regulations do not preclude.
- (5) Unless otherwise agreed, the contract does not contain any legal advice, which, for example, relates to the legally compliant / legally compliant exercise of the client's business activities. Legal tips are without guarantee.
- (6) In particular, the client is responsible for the appropriate security measures in organizational, technical and contractual terms in connection with the allocation of access passwords, data transmission, misuse by unauthorized persons and personal data in the sense of the German Data Protection Act, excluding any liability of Ehlin Olufs-Pai itself responsible.

VIII Remuneration and Billing

- (1) The contractor will receive compensation for her activity in the amount of the agreed fee without VAT and without deduction. Insofar as the contractor is subject to VAT, the remuneration must be paid plus VAT. The value added tax must be shown separately on the invoice.



- (2) The remuneration covers all expenses of the contractor.
- (3) If the client is in default of payment for more than two weeks, the contractor has the right to withdraw from further contracts not yet concluded with this client.

IX Confidentiality

(1) The contractor undertakes to treat the transferred personal data confidentially and to process or use it only within the framework of the instructions of the client (§ 11 Abs. 3 BDSG German law). The corresponding instructions of the client basically require the written form.

X Contract duration & termination

- (1) This contract enters into force upon commencement of the activity and is concluded for an indefinite period.
- (2) This contract can be terminated by either party with one month's notice to the end of the month. The right to extraordinary termination for good cause remains unaffected.

XII Data Protection

- (1) In accordance with § 5 of the Federal Data Protection Act (BDSG), the contractor is prohibited from processing, disclosing, making accessible or otherwise using protected personal data unauthorized for a purpose other than the lawful performance of the task.
- (2) If the contractor uses a third party in the performance of the orders, she is responsible for binding the third party mutatis mutandis on data secrecy.
- (3) All documents handed over to the contractor in connection with her work for the clients will be returned to him immediately after termination of this contract. She is not entitled to a right of retention.
- (4) The customer is solely responsible for the legal use of all delivered contents and materials (eg photos, text, graphic elements, etc.).
- (5) If Ehlin Olufs-Pai acts at the explicit request of the client, the latter indemnifies the contractor from any claims of third parties.

XIII Others

- (1) Should individual provisions of this document be or become ineffective, the remainder of the contract remains valid.
- (2) The client agrees to be named in the reference list of Ehlin Olufs-Pai. Ehlin Olufs-Pai is entitled to use the name, the logo and a brief description of the client, as well as to publish a description of the project including customer rating.
- (3) Place of jurisdiction is Wyk Föhr / Germany.