

General Terms and Conditions (GTC)

for Services such as CAD Planning, Project Consulting, Project Management, and Event Technology

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1. Scope, Parties, Order of Precedence

These GTC apply to all contracts between Peter Heilig / SfS Project (“Contractor”) and business clients (“Client”).

Deviating or supplementary terms of the Client shall only apply if expressly agreed in writing by the Contractor.

The order of precedence is: (1) Individual contract/offer including service and schedule, (2) any amendments, (3) these GTC, (4) other attachments.

2. Subject Matter

The type and scope of services are set out in the respective offer or order confirmation.

The Contractor may engage subcontractors unless the Client’s legitimate interests oppose this.

3. Offers and Conclusion of Contract

Offers are non-binding until confirmed in writing. Cost estimates are non-binding.

A contract is concluded by (i) acceptance of an offer by the Client, (ii) written confirmation by the Contractor, or (iii) commencement of services at the Client’s request.

4. Client’s Duties to Cooperate

The Client shall provide all necessary information, decisions, documents, data, access, contacts, and, if required, permits in a timely and complete manner, free of charge.

If the Client delays or omits cooperation, deadlines shall be extended accordingly; additional effort will be charged separately.

The Client warrants that all content provided is free of third-party rights or that the necessary rights have been obtained.

5. Changes in Services

Either party may request changes in writing. The Contractor will review and submit a change proposal.

Changes become binding only with mutual written agreement.

6. Service Times, Delays

Service and completion dates are only binding if expressly agreed in writing.

In cases of force majeure or circumstances beyond the Contractor's control (e.g., strikes, supply shortages, government actions, pandemics), deadlines are extended accordingly.

7. Fees, Expenses, Travel Costs

The agreed fee applies: fixed price or time/material basis.

All prices are exclusive of VAT (if applicable).

Additional costs (e.g., travel, accommodation, third-party licenses) will be charged separately unless otherwise agreed.

Partial services may be invoiced; for long-term projects, advance payments may be required.

8. Acceptance (for Work Results)

The Client is obliged to accept the contractual service. Minor defects do not entitle the Client to refuse acceptance.

Acceptance is deemed to have occurred if the Client does not object in writing within 10 business days of notification of completion or uses the work result in live operations.

9. Payment Terms, Set-off, Retention

Invoices are payable within 14 days of the invoice date without deduction.

In case of late payment, statutory interest applies (UK: currently 8% above the Bank of England base rate; US: as per state law).

Set-off and retention are only permitted with undisputed or legally established claims.

The Contractor may withhold further services until outstanding payments are settled.

10. Intellectual Property, Copyright and Usage Rights

All work results created by the Contractor are subject to copyright and other intellectual property rights, unless otherwise agreed.

Upon full payment, the Client receives a non-exclusive, non-transferable, non-sublicensable right to use the work results solely for the contractually agreed purpose.

Further use, modification, reproduction, publication, or transfer to third parties requires the Contractor's prior written consent.

The release of open files (e.g., CAD or raw data) only occurs if expressly agreed and paid for.

Pre-existing materials, tools, know-how, or software remain the exclusive property of the Contractor.

The Client shall indemnify the Contractor against all third-party claims arising from the Client's use, modification, or transfer of work results.

In case of breach, the Contractor reserves the right to claim damages and/or a contractual penalty.

11. Defects and Liability

For work results, statutory defect rights apply; the Contractor may first attempt rectification.

For services, the Contractor owes a performance in accordance with the contract, not a specific result.

The Contractor is liable for intent and gross negligence. For simple negligence, liability is limited to typical, foreseeable damages.

Liability for indirect or consequential damages is excluded to the extent permitted by law.

12. Confidentiality

Both parties shall treat all non-public information as confidential, even after contract termination, unless disclosure is required by law.

13. Data Protection

Personal data will be processed in accordance with applicable data protection laws (UK: UK GDPR/Data Protection Act 2018; US: applicable federal and state laws).

If the Contractor processes personal data on behalf of the Client, a data processing agreement will be concluded in advance.

14. Force Majeure

Events of force majeure release the affected party from its obligations for the duration and scope of the event.

The parties shall inform each other promptly and take reasonable measures to minimize the effects.

15. References

Unless the Client objects in writing, the Contractor may name the Client as a reference and generally describe the project without disclosing confidential information.

16. Term and Termination

The contract begins and ends on the agreed dates.

Ordinary termination of ongoing contracts is possible with two weeks' notice to the end of the month, unless otherwise agreed.

The right to extraordinary termination for good cause remains unaffected.

17. Final Provisions

Amendments and supplements require at least text form (email is sufficient), unless written form is required by law.

The laws of the State of New York apply. The UN Convention on Contracts for the International Sale of Goods does not apply.

Place of performance and jurisdiction is the Contractor's registered office, unless otherwise required by law.

Severability: If any provision is invalid, the validity of the remaining provisions remains unaffected. The invalid provision shall be replaced by the statutory provision.