

General Terms and Conditions (GTC)

GRACE & SPIRIT, Dipl.-Kfm. Uwe Peters, Königsallee 14, 40212 Düsseldorf

Our General Terms and Conditions apply exclusively. We do not recognize any terms and conditions that conflict with or deviate from our General Terms and Conditions.

§ 1 Consulting

Contracts for consultancy services between the customer and GRACE & SPIRIT are concluded in writing and come into effect when the agreement is signed. The services to be provided are fully described in these agreements in terms of type, scope and duration. The data sent by the customer will be stored and secured in accordance with the usual procedures.

§ 2 Daily rates

Daily rates for the services to be provided by GRACE & SPIRIT are contractually agreed between the customer and GRACE & SPIRIT. These daily rates apply to working days in the federal state of North Rhine-Westphalia.

For work on Saturdays, GRACE & SPIRIT charges a surcharge of 50% on the agreed daily rate. For work on Sundays and public holidays, GRACE & SPIRIT charges a surcharge of 100% of the agreed daily rate.

Travel expenses are generally charged from the Düsseldorf location.

§ 3 Liability

GRACE & SPIRIT carefully prepares and carries out the respective consultation in accordance with the current state of knowledge. GRACE & SPIRIT accepts no liability for the advice given and the utilization of the knowledge acquired. GRACE & SPIRIT is liable for damages caused by the absence of warranted characteristics, as well as for damages caused by GRACE & SPIRIT or its vicarious agents intentionally or through gross negligence. There is no further liability. GRACE & SPIRIT assumes no responsibility for disadvantages that arise due to the customer's lack of prerequisites, unless GRACE & SPIRIT was aware of them in advance.

Insofar as data exchange is necessary for the fulfillment of the contract, GRACE & SPIRIT is not liable for damages that may arise from viruses in electronic data exchange.

The prices for these service areas are net prices and do not include statutory VAT, unless expressly agreed otherwise.

§ 4 Product shipment and sale

All prices are net prices and do not include statutory VAT unless gross prices including VAT are explicitly agreed. Our offers are subject to change. We expressly reserve the right to make changes to the content and appearance of the products that do not lead to an unreasonable change in the subject matter of the contract. Delivery is always ex Düsseldorf plus shipping costs.

The delivered goods remain the property of GRACE & SPIRIT until all claims have been paid in full (retention of title).

Invoices are issued on the day the goods are dispatched. Invoices are to be paid immediately net without deduction. All costs caused by late payment and the resulting delay on the part of the buyer, such as protest costs, legal fees, bank charges or collection costs, shall be borne by the defaulting buyer. In the event of default by the buyer, we reserve the right to demand cash payment, payment by direct debit authorization or cash on delivery until a positive credit report is available.

All deliveries are at the risk of the customer/purchaser. The customer is obliged to have obvious transport damage confirmed by the carrier upon acceptance. The receipt for the damage must be presented to us immediately.

In the event of incorrect orders, we shall charge a restocking fee of 20 % of the respective value of the goods, but at least EUR 5.00. Proof of lower expenses is possible. The buyer is entitled to provide evidence of lower costs. The goods must be returned to us carriage paid.

§ 5 Terms of payment

Invoices are payable immediately upon receipt without deduction. If the invoice amount is not received within 30 days of receipt of the invoice or an equivalent request for payment on the invoice date, GRACE & SPIRIT is entitled, without prejudice to higher damages to be proven by GRACE & SPIRIT, to demand annual interest at a rate of 5 percentage points above the prime rate, to withhold deliveries or other services from this or other transactions until all claims to which GRACE & SPIRIT is entitled from this or other orders have been fulfilled in full or until a corresponding security has been provided.

Payments must always be made free of charge for the recipient. This also applies to payments from abroad and even if a transaction fee is incurred. The costs of payment transactions are always borne by the initiator of the transaction.

All amounts are exclusive of the VAT applicable at the time of performance and documented travel expenses. If the VAT rate is changed within the contractual period, the periods with the respective VAT rates shall be deemed to have been agreed separately.

The offsetting of claims against GRACE & SPIRIT is excluded, unless the counterclaims are legally established, undisputed or recognized by GRACE & SPIRIT.

§ 6 Confidential information, data protection

The contracting parties shall treat material and not generally known matters of the other contracting party with the confidentiality customary in business life.

The contracting parties shall process or use personal data of the other contracting party only for contractually agreed purposes. In particular, they shall protect this data against unauthorized access and only disclose it to third parties with the consent of the other contracting party.

§ 7 Duty to cooperate

The contracting parties undertake to do everything reasonable to contribute to the elimination or limitation of the disruption in the event of any service disruptions. This applies in particular to the timely notification of illnesses by the training participants.

§ 8 Place of jurisdiction

If the contractual partner is a merchant, the place of jurisdiction is Düsseldorf.

§ 9 Final provisions

The business and legal relations between us and the customer shall be governed by the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

Should a provision of these terms and conditions or a provision within the framework of other agreements be or become invalid, this shall not affect the validity of all other provisions or agreements. The invalid provision shall then be replaced by a valid provision that comes closest to the economic intent of the contracting parties. Agreements negotiated to the contrary are only valid if they have been agreed in writing.

The contractual partner must be a natural person with full legal capacity who is at least 18 years old.

Düsseldorf, March 2024

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