

Terms and Conditions

§ 1 Scope

1.1 These terms and conditions apply to all offers and contracts with Clawprix AVK, production and delivery included. Deviating conditions will be accepted only if they agreed in writing and confirmed in writing.

1.2 The respective services are independent, determined on the basis of these terms and conditions to closing agreements or contracts and determined. Verbal agreements are not taken. Changes, additions, representations or collateral agreements require to be effective in writing or confirmed in writing by both parties.

1.3 Offers of Clawprix AVK are non-binding. Orders, contracts and orders are only accepted if confirmed in writing by both parties.

§ 2 Compensation

2.1 The remuneration of Clawprix AVK results from the current price list or separate contracts.

2.2 All prices are exclusive of VAT. Current benefits are payable, shall be the VAT rate, which is the date of maturity of the claims to date.

2.3 For increased service costs, resulting, for example, through extensive consultation processes, customer-specific security regulations or interference of any kind on the part of the client, Clawprix AVK is entitled to the additional expense caused thereby, the client calling into bill.

2.4 Costs for external services, such as for example Courier services are not included in the credits. These additional costs are calculated separately.

2.5 The client shall bear all expenses on production of proof such as travel and accommodation costs, expenses, and in the context of contract performance incurred claims for payment of third parties. Travel costs will only be replaced if the journey way from the seat Clawprix AVK is more than 50 km. The pure travel time will not be reimbursed.

§ 3 Terms of Payment

3.1 All payments must be made within 12 working days after the invoice date without discount. Clawprix AVK is eligible for services already provided partial payments to be charged.

3.2 Orders for advertising techniques, e.g. the production of interactive hardware or outdoor advertising, print media, which exceed the production a net amount of 220.00 € are to be paid for in advance.

3.3 Upon the written order granting 30% of the compensation due. If the contract value is € 1,500.00 net, after removal of the requirement specification, concept, layout, or another 30% due. The balance is paid upon completion of the contract, acceptance by the customer and places the final bill.

3.4 If a customer with one or more payments in arrears, we reserve Clawprix AVK before a right to refuse. It will require interest at the rate of 5% above the prevailing bank rate of the European Central Bank. Furthermore, all dunning and collection costs shall be reimbursed by the client. All non-paid web design and Internet services will be blocked without notice and only after full payment is made available again. The expenses incurred while in the actual amount charged in addition bill. The assertion of further damages caused by delay reserved.

Let rise 3.5 The failure of payment or circumstances that justified doubts about the solvency of the client, have the immediate payment of all claims Clawprix AVKs result. In this case, Clawprix AVK entitled to rescind the contract and demand compensation for the resulting damage .

§ 4 Retention of title and acceptance

4.1 Until such time as all compensation claims in Clawprix AVK and other existing requirements of the current business relationship with the customer, reserves Clawprix AVK title to the delivered products. In case of seizure, confiscation or other dispositions by third parties, the client Clawprix AVK is to inform without delay. Clawprix AVK is to provide all information and documents available that are necessary to preserve the property rights Clawprix AVKs required. enforcement officers or third parties on the retention of title pointed out. Products that are using the materials provided by AVK Clawprix are produced in the state of completion state property Clawprix AVKs.

§ 5 Warranty

1.5 Faulty and services under a service contract provided incorrect delivery services will be at the option Clawprix AVK remedied by repair or replacement. For failure of the repair, the customer can demand the cancellation of the contract.

2.5 Any warranty of Clawprix AVK expire when the client changes supplied by independent Clawprix AVK products or make such changes by a third party.

5.3 Clawprix AVK is not responsible for any errors, faults or damage caused by improper handling, use of improper equipment or abnormal operating conditions due. If the changes result in an extra effort in finding and removing defects or faults, these costs should be borne by the client.

5.4 The client has Clawprix AVK in removing defects or faults best knowledge and conscience support. Information, data and media are sufficiently secure by the contracting authority before the error correction and remove if necessary.

5.5 Obtain or distributes Clawprix AVK products from other manufacturers or vendors shall apply to this source only the guarantee or warranty of the manufacturer.

§ 6 Liability

1.6 Clawprix AVK is not responsible for the correctness of the specified by the client and with the performance data and information removed responsible.

6.2 The client is responsible for compliance with the statutory provisions themselves. The client has only released a proposed Clawprix AVK marketing measure, if he is satisfied of the legal safety. The client is in the implementation of the full measure of risk.

3.6 Clawprix AVK assumes no liability for the client implemented a marketing measure. It does not specifically Clawprix AVK liable for legal fees and court costs, damages, claims or similar claims by third parties. Clawprix AVK should be self-claimed due to the introduction of measures for the customer, the customer is fully liable and hold harmless and indemnify Clawprix AVK. The customer has to replace all the financial and other damages.

6.4 For the loss of data and / or programs Clawprix AVK is therefore not liable when the damage is due to the fact that it has failed to make the client to perform backups, and thereby ensure that lost data can be recovered with reasonable effort.

§ 7 Obligation

7.1 The Client Clawprix AVK assisted in the performance of contracted services. This includes in particular the timely provide information, data and hardware and software, as far as requiring the involvement of the customer service it. The client Clawprix AVK is in terms of deliverables instruct thoroughly.

7.2 The Client is obliged to check the materials provided on any existing copyright and obtain any necessary licenses for use of this.

7.3 Any claims of copyright infringement shall be fully borne by the customer. The customer is fully liable for the completeness or accuracy of this data, even when data transfer or disk error, but these are not the responsibility of Clawprix AVK.

§ 8 Rights and Assignment of rights

Clawprix 1.8 AVK provides the principal services provided to the simple, spatially and temporally limited right to use this service contract. Except for the limited right only if it is determined by contract.

8.2 All designs, electronic documents and computer programs are subject to copyright law.

8.3 The transfer of further rights as named in section 8.1, each part has its own written agreements. If this is not the case, then it is prohibited from providing to grant sub-licenses and services to copy, rent, or for other purposes.

8.4 Proposals of the principal and his staff have no influence on the remuneration and copyrights.

5.8 drafts, electronic documents or programs and websites may not be modified in the original when reproduced. Any copying, even partial, is prohibited. Violation of this provision entitles Clawprix AVK a penalty equal to three times the agreed fee request, without excluding further claims.

6.8 Proposals to the prospect or client Clawprix AVK in pitches, presentations, demonstrations, or otherwise submitted must be provided without the written consent of Clawprix AVK no different from other service providers to the prospect or client if they relate to the power spectrum of Clawprix AVK.

7.8 Performance of Clawprix AVK may not be disclosed to third parties without consent. This applies in particular design and programming services, applications and products.

§ 9 of publishing services

9.1 The contracting entity shall verify the legality of the services.

9.2 Developed or edited Clawprix AVK for the principal products are available electronically, they must not violate legal prohibitions, the morals and rights of third parties (trade name, copyright, privacy rights, etc.) notices.

3.9 Clawprix AVK is not obliged to check the publications of the client for possible violations of law. After detecting such violations or of content that is inadmissible under 9.2, Clawprix AVK is entitled to block the electronic publication. Clawprix AVK will immediately inform the client of them.

§ 10 Withdrawal

10.1 The Client may not withdraw because of a defect in the goods or the violation of obligations only if Clawprix AVK is responsible for such misconduct.

§ 11 Miscellaneous

11.1 A lien can be asserted only against counter-claims from the contractual relationship.

11.2 The Parties may only offset claims that legally established or are undisputed.

3.11 Clawprix AVK must inform the client of one's own website or call in other media as a reference customer. Clawprix AVK has also permission to use the services provided for demonstration purposes, play in public or to refer to them, unless the customer can make a contrary legitimate interest.

§ 12 Final provisions

12.1 All amendments and additions to contractual agreements must be in writing for verification purposes. Cancellations must be in writing. Messages that must be in writing may also be sent by email.

12.2 If any provision of the agreements between the parties be fully or partially invalid, the validity of the remaining provisions shall not be affected. The parties will replace in this case, the invalid provision by a valid provision, the commercial purpose of the invalid provision as closely as possible. The same applies to possible gaps in the agreements.

12.3 General terms and conditions of the client are not part of the contract.

12.4 The law of the Federal Republic of Germany to the exclusion of private international law and UN sales law.

12.5 The exclusive place of jurisdiction for all disputes arising out of or in connection with this contract is Stuttgart / Germany.