

General Purchasing Conditions (GPC)

PROMAAD GmbH (hereinafter referred to as "PROMAAD") is a globally active service provider for the automotive industry, its suppliers and the mechanical and plant engineering industry. PROMAAD's work is characterized by the close integration of development and consulting services along the entire value chain.

§1 Scope of Application

PROMAAD's General Purchasing Conditions apply exclusively; PROMAAD does not recognize any conflicting, supplementary or deviating conditions of the service provider unless PROMAAD has expressly agreed to their validity in writing. These GPC's shall also apply if PROMAAD makes unreserved use of the services in the knowledge of conflicting, supplementary or deviating general terms and conditions of the service provider.

Within the framework of an ongoing business relationship, PROMAAD's GPC's shall also apply to all future transactions with the service provider concerned.

§2 Retrieval - Order

The subject matter of the contract is the provision of services on the basis of orders that PROMAAD places with the service provider, including the GPC. The service provider shall be obliged to work for PROMAAD within the specified contractual period in accordance with the service description without exceeding the specified contractual period for the performance of the services.

PROMAAD reserves ownership rights and copyrights to illustrations, drawings, calculations and other documents; they may not be made accessible to third parties without the express written consent of PROMAAD. They shall be used exclusively for the service on the basis of the order placed by PROMAAD; after the services have been rendered, such documents shall be returned to PROMAAD without being requested to do so. Such documents are to be kept secret from third parties, in this respect the provision of § 12 applies in addition

§3 Payment - Content of invoices - Terms of payment

Only the hourly/daily rate stated in the order is binding for payment. The actual fee shall be invoiced after the services have been rendered and shall result exclusively from the proof of activity issued by the service provider.

A daily rate generally comprises of 8 hours and a lower working time per day is paid proportionately with a divider of 8 at the agreed daily rate.

The remuneration stated in the order does not include the statutory value added tax; the service provider shall state the statutory value added tax separately in the invoice.

Travel and incidental expenses shall be reimbursed on presentation of proof and receipt in the amount actually incurred, in accordance with the rules and regulations of the Federal Ministry of Finance (BMF).

Once the services have been rendered, PROMAAD shall pay the remuneration within 30 days of receipt of the invoice, unless otherwise agreed in writing.

§4 Service time frame

The time period specified in the order for the performance of the services and the time of the service stated for this purpose shall be binding.

The service provider is obliged to immediately inform the PROMAAD contact persons specified in the order by telephone and in writing if circumstances occur or become apparent to him from which it results that the agreed time frame or service period cannot be adhered to.

Without the written consent of PROMAAD, the service provider is not entitled to commission subcontractors to perform the contract.

§5 Proof of activity

The project manager is to receive a detailed proof of activity from the service provider, unless otherwise agreed in writing. A corresponding template can also be requested from PROMAAD.

§6 Contact persons at PROMAAD

PROMAAD shall name a technical contact person (project manager) in the order, who shall monitor the performance of the contractual service and document PROMAAD internally.

§7 Service Provider Employees

In order to ensure the proper and timely performance of the contract, the service provider will only employ qualified employees. If the service provider's employees have to be replaced for personal reasons, the service provider may not derive a missed deadline or claims for compensation from this.

§ 8 Right to information

At PROMAAD's request, the service provider shall at all times provide PROMAAD with full insight into the respective work results and all other information relevant to the project.

§9 Liability

The service provider is liable for all damages caused by its employees to PROMAAD, even if it has carefully selected and instructed its employees.

§10 Liability insurance cover

The service provider is obliged to obtain information on the liability risks involved in the implementation of the respective project and to check whether he is adequately insured or has to take out a project-related professional/company liability insurance policy with an appropriate sum.

§11 Protective rights

The service provider guarantees that no third party rights within the European Union are violated in connection with his services.

§12 Confidentiality - advertising ban

The service provider is obliged to keep all received illustrations, drawings, calculations and other documents and information strictly confidential. It may only be disclosed to third parties with the express consent of PROMAAD. The obligation to maintain secrecy shall also apply after the execution of this contract; it shall expire if and inasmuch as the manufacturing knowledge contained in the documents and information provided has become generally known, but at the latest 5 years after the signing of the relevant contract by the last of the parties.

§13 Usage rights of the service

The service provider shall transfer to PROMAAD ownership of the written project results that arise within the scope of the services, with their creation and in the respective processing phase. In this respect, the service provider shall retain PROMAAD's property in the project results until delivery or acceptance of the service. With the creation of copyrighted works or works protected by industrial property rights, the service provider transfers to PROMAAD the irrevocable, unrestricted and exclusive right of use thereto including the associated documents. PROMAAD's right of use includes in particular the rights of reproduction and modification.

§14 Customer protection

If PROMAAD uses the service provider with its customers, the service provider shall not enter into a direct or indirect contractual relationship with the relevant customer of PROMAAD during this assignment or for a period of two years after termination of the services, the purpose of which is an activity in the customer project previously managed by PROMAAD. The customer protection does not apply to other projects if verifiable contact already existed with the lead department.

§15 Compliance with the law

The service provider is obliged not to commit any actions or to refrain from any actions which could lead to criminal liability for fraud or embezzlement, insolvency crimes, crimes against competition, granting of advantages, acceptance of advantages, bribery, corruption or comparable offences of persons employed by the service provider or other third parties. In the event of a breach of this provision, PROMAAD shall be entitled to withdraw from or terminate all legal transactions with the service provider without notice and to terminate all negotiations. Irrespective of the above, the service provider is obliged to comply with all laws and regulations concerning him and the business relationship with PROMAAD.

§16 Duration period - Right of termination of the purchaser

The contractual relationship ends automatically when the purpose has been achieved (completion of the project, occurrence of the desired success of the concrete service ordered), at the latest, however, at the end of the binding contract period; the provisions of §§ 11 to 15 as well as the permissibility of an ordinary termination remain unaffected. Ordinary written notice of termination shall be admissible at the latest on the third working day of a calendar month as of the end of the month.

PROMAAD may terminate the contract at any time until completion of the work without notice and without stating reasons, provided that a contract for work and services exists. If PROMAAD terminates the contract, the service provider shall be entitled to demand payment for services already rendered, including the imputed profit attributable thereto.

§17 Jurisdiction, Place of Performance

The exclusive jurisdiction for all disputes arising from or in connection with this legal relationship shall be Stuttgart for both contracting parties.

The law of the Federal Republic of Germany shall apply.

Unless otherwise stated in our offer or order confirmation, our place of business shall be the place of services.

der PROMAAD