



move technology GmbH

General terms & conditions (GTC)

Update: May 03rd, 2024

§ 1 Scope of application & legal requirements

move technology GmbH (Registered: HRB 35838, Amtsgericht Chemnitz), hereinafter “move technology”, works based on German law in addition to the general terms and conditions. The place of jurisdiction for all claims arising from this business relationship between the customer and move technology is Chemnitz, Germany. All business relationships and all legal relationships between the customer and move technology shall be subject exclusively to the laws of the Federal Republic of Germany.

move technology is an independent provider of consulting and services. move technology is specialized in enabling and implementing international high-tech projects in complex partner constellations. The focus is on sustainable & clean energy and mobility solutions, innovative products and technologies, as well as digitization and strategy development in various industries.

move technology provides all services on the basis of service contracts and is neither responsible for the delivery of products nor for the success of the customer's product, unless explicitly described otherwise in the contract between move technology and the customer.

move technology will document all work results of move technology in their own systems. Should the customer insist that move technology to work exclusively in the customer's systems, the customer shall grant move technology access to his systems for documentation or evidence purposes. In this case, move technology will also store billing-relevant performance records on its own systems for documentation purposes.

In individual cases, the legal relationship with the customer may be governed by further conditions or agreements, e.g. for the purchase or sale of products and/or for the provision of services, which supplement, modify or replace these GTC.

§ 2 Project venue, travel expenses & external cost

The deliverables will be provided at move technology in Germany.

Travel expenses and external cost (e.g. cost for external experts or impulse speakers, transcription, etc.) shall be reimbursed separately, unless those costs are marked as included.

§ 3 Schedule

The project will be executed based on the time schedule mentioned in this quotation.

The project will commence upon receipt of a purchase order. Any delay in contract placement may result in an update of resource planning and delivery schedule.

It may be necessary to adjust the project terms and specific schedule according to project progress and achievement of project targets. Changes to the schedule will be made by mutual agreement & documented by the project responsible of both parties.

§ 4 Changes of scope

If changes to the scope of services occur during the progress of the project, which leads to additional effort for move technology, this change needs to be coordinated between move technology and the customer and additionally remunerated.

§ 5 Cooperation

The quotation is based on the assumption made in this quotation. Any provisions needed from the customer will be provided by the customer free of charge and in reasonable time. If the cooperation does not take place or does not take place within a reasonable period of time, move technology will update its resource planning and the project plan and, if necessary, notify, coordinate and additionally invoice any additional expenses incurred.

§ 6 Rights transfer

The customer acquires ownership of all contractually owed items upon full payment. The free use of the delivered items before formal acceptance is permitted.

move technology shall be entitled to include the customer in its reference list as a reference customer.

§ 7 Payment

Unless otherwise defined at project start, the following payment schedule is deemed to have been agreed.:

50% advance payment after purchase order before work starts

30% payment according to agreed project milestones

20% payment with the last project workshop

Payment is due 14 days after invoicing via money transfer to the following German bank account:

Volksbank Mittweida

IBAN: DE38 8709 6124 0197 0025 90

BIC: GENODEF1MIW

The prices are net prices. The prices are only applicable under the condition that the deliverables are free of taxation, customs duties, levies or other charges incurred as a result of move technology providing its deliverables outside Germany. In the event that taxes, customs duties or levies are charged by public authorities, the prices quoted will increase accordingly by these amounts. If the customer orders only part deliverables, move technology reserves the right to re-calculate prices.

§ 8 Confidentiality

This quotation contains confidential information of move technology and shall not be disclosed. No part of it shall be passed on to third parties.

§ 9 Warranties, liability and indemnification

Move technology, and any person put forward by move technology to perform the project, shall not be liable if the services provided or the results generated by him in the project are not absolutely correct, nor does move technology, or any person put forward by move technology to perform the project, warrant, either expressed or implied, that the performance by him of the project will not infringe upon intellectual property rights of any third party.

Move technology, nor any person put forward by move technology to perform the project, shall not be responsible for any loss, destruction or damage of whatsoever nature (including injury or death) incurred by the client, its employees or third parties, resulting from the use of the project results by the client, except to the extent that the same can be shown to be due to gross negligence or willful misconduct on the part of move technology or his employees. The client shall indemnify move technology accordingly.

The client shall not be responsible for any loss, destruction or damage of whatsoever nature (including injury or death) incurred by move technology, its employees or third parties, related to the performance by move technology of the project, except to the extent that the same can be shown to be due to gross negligence or willful misconduct on the part of the client or its employees. Move technology shall indemnify the client accordingly.

Should a party be deemed liable to the other party, by way of indemnity or by reason of breach of contract or otherwise, move technology's liability shall in aggregate not exceed the price for the project. In any event, neither party shall be liable to the other party for any consequential, indirect, special, incidental or exemplary damages of any nature whatsoever that may be suffered by the other party.

§ 10 Validity of the quotation

Move technology will be bound by this quotation until three months after delivery to the customer via E-Mail.