

Conditions of Car Solutions International GmbH for the execution of work on motor vehicles

All repairs ordered by the principal ("customer") from Car Solutions International GmbH ("contractor") are exclusively subject to the following terms and conditions.

I. Object of the order and placing of order

1. The contractor shall carry out work on motor vehicles and/or their parts for his customers in accordance with the provisions of clause 3. These are performed using the lever method, i.e. dent removal without painting. The customer is obliged to grant the contractor and his subcontractors the necessary access rights and access to the motor vehicle for the execution of the work. The place of execution of the order is determined in each individual case according to the agreement reached between the parties.
2. In the repair cost assumption confirmation (RCAC), the contractor designates the work that is expected to be carried out. Any completion date stated shall only be binding if it is explicitly marked as binding. The customer shall receive a copy of the order form.
3. The contractor shall commission a subcontractor to be determined by him to carry out the work and shall carry out or have carried out the test drives, shunting, vehicle transfers and other necessary movements required to carry out the order. No contractual relationship is established between the customer and the subcontractor.

II. Price information in the order form, cost estimate

1. At the request of the customer, the contractor shall also note in the order form the prices plus value added tax of the services which are expected to be provided in the execution of the order.

2. If the customer wishes a binding price quotation, a written cost estimate from the contractor is required. In this estimate the work is to be listed in detail and the respective price including value added tax is to be indicated. The contractor is bound by this binding cost estimate until the expiry of 10 days after its delivery to the customer, unless otherwise stated in the cost estimate. The services rendered for the purpose of submitting a cost estimate may be charged to the customer if this has been agreed in individual cases.
3. If, on the basis of the binding cost estimate, an order is placed in due time in accordance with clause 2, the total price of the order invoiced may only be exceeded with the consent of the customer. If the scope of work changes or expands compared to the scope on which the cost estimate was based, repair cost increases of more than 10% shall only be approved with the consent of the customer. Any services rendered by the contractor prior to the cost estimate will be invoiced with the order invoice. Any services already rendered which can be used in the execution of the repair on the basis of the cost estimate shall not be invoiced again.

III. Date of completion

1. The contractor is obliged to observe a binding written completion date. If the scope of work changes or expands compared to the scope on which the order form or letter of confirmation is based and if this results in a delay, the parties shall agree on a new completion date. If the contractor is unable to meet a binding completion date for other reasons, he shall inform the customer of this without delay and notify him of a new completion date.

Other rights of the customer due to culpable exceeding of the completion date in accordance with the provisions in IX. remain unaffected.

2. If the contractor is unable to meet the binding completion date through no fault of his own as a result of force majeure or operational disruptions, e.g. strikes, lock-outs, lack of skilled workers or supplies, he shall not be obliged to pay compensation for damages due to the delays caused thereby. However, the contractor shall immediately inform the customer of the delay and, if requested, hand over the object of the order to the customer even before completion against payment of the remuneration for the services rendered up to that point. Other rights of the customer remain unaffected.

IV. Acceptance, collection period

1. Unless otherwise agreed, the acceptance of the object of the order by the customer takes place when the vehicle is taken over by the customer.
2. The customer is obliged to collect the object of the order within one week of the notification of completion being given. For repair work carried out within one working day, this period is reduced to three working days. If the customer does not fulfil this obligation or does not do so in due time and if this is not due to circumstances for which the contractor is responsible, the contractor may charge the customary local storage fee or store the object of the order elsewhere. Costs and risks of the
3. storage shall be at the expense of the customer. If the parties agree on the collection or delivery of the motor vehicle by the contractor, this will be at the expense and risk of the customer.

V. Calculation of the order

1. In the invoice, prices or price factors for each self-contained work performance as well as for the materials used shall be shown separately, subject to the provision in clause 2.
2. If the order is executed on the basis of a cost estimate, a reference to the cost estimate shall suffice, whereby only additional work is to be listed separately.
3. The VAT is to be borne by the customer.
4. Any objection to the invoice must be made by the customer in writing and no later than six weeks after receipt of the invoice. The contractor is not obliged to consider later complaints.

VI. Terms of payment

1. Payments are to be made upon acceptance, but at the latest within eight days after delivery/handover of the invoice, without discount or other rebates. The contractor is entitled to demand an appropriate advance payment upon placement of the order.
4. Offsetting is only permissible with undisputed or legally binding counterclaims. The contractor can only assert a right of retention if it is based on claims from the same repair order.

VII. Extended lien

1. The contractor is entitled to a contractual right of lien on the objects which have come into his possession as a result of the order. The contractual lien can also be asserted for claims from work carried out earlier or other deliveries, insofar as they are connected with the object of the order.

2. The contractual right of lien shall only apply to other claims arising from the business relationship if the claims are undisputed or a legally binding title exists and the object of the order belongs to the customer.

VIII. Warranty for defects

1. The customer undertakes to notify the contractor of any apparent defects on acceptance. For all other defects, the period of limitation specified in clause 5 shall apply with regard to the period of notification applying Sections 203 et seq. German Civil Code (BGB) correspondingly. Such defects must be notified to the contractor in writing. Timely dispatch of the notification of defects shall be sufficient for compliance with the deadline. After expiry of these periods, warranty claims by the Customer shall be excluded, unless it is a case listed in IX. clause 2.
2. If the subsequent performance fails, the customer may, at his discretion, reduce the purchase price or withdraw from the contract without prejudice to any claims for damages in accordance with the provisions in IX. However, the right to withdraw from the contract is excluded in the case of insignificant defects.
3. The contractor shall be liable for any claims of the customer for expenses incurred for the purpose of subsequent performance, in particular transport, labour and material costs. This does not apply to increased expenses because the object was subsequently moved to another location by the customer.
4. The limitation period for claims for material defects is one year from the date of acceptance. This shall not apply to the cases listed in IX clause 2.

IX. Liability

1. The contractor shall be liable without limitation for damage resulting from an intentional or grossly negligent breach of duty on his part or on the part of his vicarious agents and assistants. In the case of a slightly negligent breach of duty, the contractor shall only be liable in the event of a breach of an essential contractual obligation (cardinal obligation), limited to the foreseeable average damage typical for the contract. Essential contractual obligations are all those obligations whose fulfilment makes the proper execution of the contract possible in the first place and on whose compliance the contractual partner may properly rely.
2. The aforementioned limitation of liability shall not apply to claims of the customer in the event of fraudulent concealment of a defect; from an assumed guarantee of quality; in accordance with the Product Liability Act and from injuries to life, body or health for which the contractor, his legal representatives or vicarious agents are responsible.

X. Retention of title

Insofar as installed or attached accessories and spare parts have not become essential components of the object of the order, the contractor reserves the right of ownership until full payment has been made.

XI. General information

1. Neumünster is the exclusive place of jurisdiction for all present and future claims arising from the business relationship with business people and legal persons under public law, including claims arising from bills of exchange and cheques. If the customer has no general place of jurisdiction in Germany, or his place of residence or usual place of business has relocated outside of Germany after conclusion of the contract, or his place of residence or usual place of abode is unknown at the time of filing a suit, the same place of jurisdiction shall apply, unless otherwise stipulated by law, i.e. the place of jurisdiction shall be Neumünster, insofar as this is legally permissible.

2. The law of the Federal Republic of Germany shall apply exclusively to these terms and conditions of business and the entire legal relationship between the customer and the contractor to the exclusion of its international private law. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply.

3. Amendments and/or additions to these terms and conditions or to provisions within the framework of other agreements between the parties must be made in writing; this also applies to any amendment to the written form requirement. Should a provision in these terms and conditions or a provision within the framework of other agreements between the parties be or become invalid, the validity of all other provisions or agreements shall not be affected.