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General Terms and Conditions

CM Consult is obliged to fulfil all commissions as fast as possible, according best knowledge and with utmost precision and reliability.

Claims for compensation against us and our assistants and associates because of failure to fulfil the contract, faults during the completion of the contract, and unauthorised activities are excluded except in the case of deliberate action or of gross negligence. This applies also in the case of claims for compensation due to non-fulfilment, but only insofar as compensation for indirect damages or damages due to faults is required, unless the responsibility concerns an assurance given by the contractor that he has safeguarded against the risk of such damage.

All liability is limited to predictable damage at the time of contract, unless in the case of deliberate action or of gross negligence by us or our assistants or associates led to the damage. In each case our liability is unaffected by the „Produkthaftungsgesetz“ (lemon law).

All written information furnished by CM Consult under an acknowledged order is intended for free use by the client alone. CM Consult will absolutely not pass on any information to third parties even if requested by the client, unless this is expressly required in writing by the client, such request forming part of the contract.

CM Consult undertakes to keep in strict confidence any details relating to the client's business or manufacture and which may be disclosed under an order with or without the client's knowledge. This applies to all data, which have not been expressly specified by the client as non-confidential.

CM Consult may mention the client and the general tasks in a reference list unless the client explicitly objects in advance.

The scope and objectives of the contract services to be rendered by CM Consult shall be specified in writing in the order or the acknowledgement of order. If an extension of the agreed scope of services becomes absolutely necessary for proper contract performance, such extension shall in each case be regarded as agreed. The client shall be notified of any extensions exceeding 10 % of the total contract value as estimated and agreed.

If performance of a contract by CM Consult gives rise to an invention for which the client claims patent rights, the inventor's claim for an award shall not be considered satisfied by payment of the contractual consultancy fees alone. Before a patent application is filed, the inventor's award shall be fixed in a written agreement between applicant and inventor in accordance with current regulations governing employed inventors' awards.

The consultancy fee shall be fixed in accordance with the terms and conditions quoted in the offer and the acknowledgement of order. Invoices shall be payable without deduction within 14 days after receipt.

Any deviating conditions of the client shall only apply to the extent they are expressly recognised in writing by CM Consult.

The place where the contract is to be carried out and the place where any legal case arising from a contract will be heard shall be the place of residence of the responsible partner.

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