

Englischsprachiges Beispiel für
„General Terms and Conditions“
eines Dienstleistungsunternehmens (Service Provider)

1. General Terms

These Terms and Conditions set forth the basic terms of the future cooperation of the parties and shall be an integral part of the written Service Agreement signed by the parties.

2. Proposal / Confidentiality

The Proposal submitted to CUSTOMER by the SERVICE PROVIDER contains confidential information, including but not limited to commercial, scientific and technical information (“Confidential Information”) which need to be kept in strict confidence and may only be used exclusively to evaluate the possibility of collaboration on the specific project hereunder. The calculation of service fees and additional costs is based on the definitions and specifications as indicated in this Proposal. Should any of these assumptions change during the planning or performance of the services, the costs are subject to an according adjustment.

3. Standards of Services

In performing the services, SERVICE PROVIDER shall comply with:

- the agreed project description;
- the Standard Operating Procedures (SOPs) of SERVICE PROVIDER;
- applicable laws, rules and regulations, including generally accepted conventions

4. Customers Obligations / Payment Schedule

Payment for services performed shall consist of (i) the service fee and (ii) the reimbursement of costs such as travel expenses and other third party costs. Travel time will be charged according to time expenditure and hourly rate of the involved personnel. SERVICE PROVIDER will submit adequate documentation for all such costs.

The prices quoted by SERVICE PROVIDER are in Euros and are exclusive of applicable customs duties and statutory Value Added Tax (VAT) or equivalent sales tax which, if applicable, will be added to the price and will be payable by CUSTOMER.

SERVICE PROVIDER will invoice the service fee on a monthly basis based on the number of units personnel. All payments of the service fee or costs shall be made net to a bank account determined by SERVICE PROVIDER and within thirty (30) days after receipt of invoice by CUSTOMER. Invoices are due and payable immediately after receipt by CUSTOMER.

5. Termination

Either party may terminate the service agreement by giving (...) days prior written notice to the other party.

In the case of termination or expiration of the Service Agreement, SERVICE PROVIDER shall be reimbursed for all obligations and related costs, in particular costs arising from any third party contracts relating to the project, which are attributable to any action by SERVICE PROVIDER and due pursuant to the service agreement or the project addenda at the date the termination becomes effective. SERVICE PROVIDER shall make all reasonable efforts to keep to a minimum such obligations and related costs arising in the period between receipt of notice and the effective date of termination.

Should the service agreement or any project addendum thereto be terminated prematurely for reasons outside the control or responsibility of SERVICE PROVIDER, SERVICE PROVIDER shall receive a "wind down" payment, the amount of which shall depend on the nature of the project in question. Unless agreed otherwise, such wind down payment shall be % of the service fee, which shall be allocated pro rata to the remaining term of the Service Agreement had it not been terminated.

6. Non-Binding Agreement

Save for the Terms and Conditions set forth in the preceding sections, the Proposal is legally non-binding and its terms and conditions are subject to the conclusion of the written service agreement between the parties.

Place, date

Place, date

.....
CUSTOMER

.....
SERVICE PROVIDER