

# (GTC)

## General terms and conditions

Rev.: 1.0 – 01.04.25 // FO-09-00

# A.D.S. Allround Dienstleistungen

## General terms and conditions



Rev.: 1.0 – 01.04.25 // FO-09-00

## General terms and conditions (GTC) Rev.: 1.0 – 01.04.25

### A.D.S. Allround Dienstleistungen

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### Preface / Legal Notice Regarding the English Version

This English version of the General Terms and Conditions (GTC) of A.D.S. Allround Dienstleistungen is provided for informational and contractual purposes to facilitate international business relations.

Please note the following legal conditions:

The original German version of the General Terms and Conditions (AGB) is legally binding in all cases and shall prevail in the event of discrepancies, contradictions, or interpretation issues.

This English version is a faithful and accurate translation of the original AGB and forms an integral part of the contract, unless otherwise expressly agreed in writing.

In international business relationships, this translation may serve as the contractual basis provided that no conflict arises with the original German version.

By entering into a contract with A.D.S. Allround Dienstleistungen, the Client acknowledges that they have read, understood, and accepted the provisions set out herein and in the original German AGB.

For full legal certainty, the German-language version remains the definitive and governing version in case of legal disputes.

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### 1. Scope & Definitions

#### 1.1 Scope

- 1. These General Terms and Conditions (GTC) govern all business relationships between A.D.S. Allround Dienstleistungen, owner Ercan Yildiz (hereinafter referred

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to as "Contractor"), and its business customers (hereinafter referred to as "Client").

2. These GTC apply exclusively to businesses (B2B) in accordance with Section 14 of the German Civil Code (BGB) and not to consumers within the meaning of Section 13 BGB.

3. These GTC apply to all contracts between the Contractor and companies based in Germany, in member states of the European Union (EU), as well as worldwide, unless mandatory national regulations of the respective country conflict.

4. The contractual processing shall be governed by German law. In international transactions, the provisions of the EU Regulation (Rome I) and the United Nations Convention on Contracts for the International Sale of Goods (CISG) are expressly excluded.

5. Individual agreements with the Client take precedence over these GTC, provided they are recorded in writing.

6. General terms and conditions of the Client shall only become part of the contract if the Contractor has agreed to them in writing.

### 1.2 Definitions

To improve clarity, the following terms are defined:

- Client: Company that uses the services of the Contractor.
- Contractor: A.D.S. Allround Dienstleistungen, owner Ercan Yildiz.
- Service: All activities performed by the Contractor for the Client, in particular assembly, packaging, sorting, inspection, and reworking.
- Work Instruction: Written or electronic instruction from the Client for performing the commissioned services.
- Default: Payment default of the Client pursuant to Section 286 BGB.
- Transport Damages: Damages occurring during transport for which the carrier or the Client is responsible.

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## 2. Conclusion of Contract, Order Modifications & Cancellation

### 2.1 Conclusion of Contract

1. The contract is generally concluded by the Client returning the service order provided by the Contractor via email.

2. By returning the completed service order, the contract becomes legally binding – even without a handwritten signature.

3. At the same time, by returning the order, the Client acknowledges the GTC and the Contractor's privacy policy as binding.

4. The GTC can be viewed at: [www.fa-ads.de/agbs](http://www.fa-ads.de/agbs)

5. Alternatively, a contract can also be concluded by written acceptance of an order issued by the Client or by execution of the service.

6. The Client's own GTC shall only become part of the contract if the Contractor expressly agrees to them in writing.

### 2.2 Work Instructions

1. The actual execution of the service is based solely on the written work instruction provided by the Client.

2. Modifications or additions to the work instruction must also be made in writing by the Client and confirmed by the Contractor.

3. Verbal modification instructions to the Contractor's employees are invalid.

4. Changes to the work instruction during an ongoing order require a new written instruction and subsequent briefing of the affected employees.

### 2.3 Employee Training and Instruction

1. Before the start of each order and in the event of changes, initial training of employees is conducted by the Contractor in accordance with DIN EN ISO 9001:2015.

2. All changes are documented and integrated into the ongoing quality assurance process.

### 2.4 Quality Assurance

1. For process monitoring, regular quality inspections are carried out in accordance with the quality management manual (QMH) available at [www.fa-ads.de/qmh](http://www.fa-ads.de/qmh)

2. The Contractor maintains defect collection cards, documentation, and inspection protocols for traceability and continuous improvement.

### 2.5 Cancellation

1. Cancellation by the Client is free of charge up to 48 hours before the start of the order.

2. In the case of short-term cancellation, the following fees apply:

- 24–48 hours before the start: 50% of the agreed order value
- Less than 24 hours before the start: 80%
- After the start of the service: 100%

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## 3. Prices, Payment, Default & Retention of Title

### 3.1 Prices & Price Adjustments

1. All stated prices are net, plus the applicable statutory value-added tax.

2. The Contractor reserves the right to adjust prices if significant cost factors – in particular wages, material, energy, or operating costs – change by more than 5%.

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3. To assess price development, the Contractor may additionally refer to the Consumer Price Index (CPI) published by the Federal Statistical Office (Destatis). The decisive factor is the index value at the time of the legally binding conclusion of the contract compared to the current index value.

4. A price increase is particularly permissible if the CPI has changed by more than 5% since the conclusion of the contract. The reference value for the calculation is the index valid at the time the contract was concluded.

5. Price adjustments will be communicated to the Client in writing at least 30 calendar days before taking effect.

6. If the Client does not object to the price adjustment within 14 calendar days of receipt of the notification, it is deemed accepted.

7. In the event of an objection, the Contractor reserves the right to terminate the contract extraordinarily or to decide individually on the continuation of the contract.

### 3.2 Payment

1. Invoices are due for payment immediately upon invoice date and without deductions unless otherwise agreed in writing.

2. Payment shall be made by bank transfer to the account specified in the invoice issued by the Contractor.

3. Other payment methods require express written agreement between the contracting parties.

### 3.3 Default & Dunning Fees

1. The Client is automatically in default if the invoice is not paid in full no later than 30 calendar days after the invoice date (§ 286 (3) BGB).

2. In the event of default, the Contractor is entitled to charge default interest of 9 percentage points above the applicable base interest rate (§ 288 (2) BGB).

3. Additionally, the Contractor is entitled to charge a flat-rate dunning fee of €20.00 per reminder.

4. Further claims, particularly for damages or collection costs, remain unaffected.

### 3.4 Retention of Title

1. If the Contractor delivers or provides materials, components, or other goods in the course of providing the service, they remain the property of the Contractor until full payment has been made.

2. The Client is not entitled to pass on, pledge, or use as collateral any goods subject to retention of title until full payment has been made.

### 3.5 Sanctions for Repeated Payment Default

1. If the Client repeatedly defaults on payment or if there are justified doubts about their solvency, the Contractor is entitled to:

- suspend ongoing or future services until full payment is received,

- demand advance payments or security deposits for future orders,
- terminate the contract extraordinarily in the event of continued payment default after dunning and the setting of a reasonable deadline.

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## 4. Product Liability Disclaimer, Limitation of Liability & Incoming Goods Inspection

### 4.1 Role of the Contractor as a Technical Intermediary Service Provider

1. The Contractor provides exclusively supportive, non-product-responsible services in the B2B sector – particularly in the form of assembly, sorting, inspection, packaging, control, and reworking services.

2. The Contractor does not act as a manufacturer, quasi-manufacturer, distributor, designer, or system integrator within the meaning of the Product Liability Act (ProdHaftG), the EU Product Liability Directive (85/374/EEC), the Product Safety Act (ProdSG), the MDR, or comparable international regulations.

3. Responsibility for the material, technical, legal, or functional characteristics of the product, as well as its suitability, conformity, marketability, or approval, lies exclusively with the Client or a subsequent processor.

4. The Contractor's services are to be regarded as purely technical subprocesses within a value chain, without direct effect on product safety or approval.

### 4.2 Work According to Written Work Instructions

1. The execution of all services is based solely on the written work instruction issued by the Client.

2. The work instruction is binding in content and forms the sole legal and operational basis for the Contractor.

3. The Contractor is only liable for errors caused by demonstrably defective, non-professional execution of the specifically commissioned and written work steps.

4. There is no obligation to check the work instruction for plausibility, technical feasibility, or legal admissibility.

5. Faulty, incomplete, or unclear work instructions fall exclusively within the Client's risk area.

6. Changes or additions to the work instruction require written form and written confirmation by the Contractor.

### 4.3 Product Liability Disclaimer

1. The Contractor is expressly not a manufacturer or quasi-manufacturer according to § 4 ProdHaftG or Article 3 of the EU Product Liability Directive 85/374/EEC.

2. Liability for damages due to:

- material defects,
- design flaws,

- lack of conformity,
- inadequate safety or labeling,
- lack of usability,
- CE, FDA, REACH, RoHS, or other

regulatory requirements, is excluded unless there is proven gross negligence or intentional breach of duty by the Contractor in the specifically commissioned service.

#### 4.4 Safety-Critical Components & High-Risk Industries

1. For components used in safety-relevant systems (e.g. automotive, aerospace, medical, or food industry), any liability for consequential damages, personal injury, or property damage is expressly excluded if the commissioned services were properly executed according to customer instructions.
2. The Client undertakes to subject all safety-critical parts processed by the Contractor to a comprehensive post-processing quality inspection, release, and documentation.
3. Compliance with industry-specific standards (e.g. VDA, IATF, ISO, GMP, HACCP) is not reviewed by the Contractor unless explicitly agreed in writing.
4. A functional test by the Contractor is not owed unless it is part of the commissioned service.

#### 4.5 Recalls & Recourse

1. The Contractor is not liable for costs, damages, or claims resulting from recalls, field actions, or official product warnings if the service was properly performed in accordance with the work instruction.
2. This includes in particular:
  - return transport costs,
  - return compensation,
  - contractual penalties or fines,
  - loss of revenue or reputation,
  - legal disputes with end customers.

3. A recourse liability is excluded if there is no immediate complaint in accordance with section 4.7.

#### 4.6 International Product Liability & Exports

1. The Contractor accepts no liability under product liability laws outside the EU – particularly under US law (e.g. punitive damages, strict liability), Canadian law, Chinese product safety law, or comparable international regulations.
2. The Client agrees to fully indemnify the Contractor from all claims, lawsuits, costs, and risks from abroad, unless these are due to gross negligence or intent by the Contractor in the course of its service.
3. The Client bears sole responsibility for compliance with export-related requirements and legal approvals in third countries.

#### 4.7 Incoming Goods Inspection & Obligation to Notify Defects

1. The Client is obligated to carry out an incoming goods inspection immediately upon return of the processed or packaged goods – particularly regarding conformity with the commissioned service.
2. Any defects must be reported to the Contractor without delay, but no later than 5 working days after delivery, and described in detail in writing.
3. If no timely notice of defects is given, or the goods are further processed, repackaged, or placed on the market, the service is deemed accepted and free of defects.
4. A later complaint is excluded in this case.

#### 4.8 Transport, Storage & Further Processing

1. The risk of accidental loss or deterioration of the goods passes to the Client upon handover to the Client, its agent, or a third party (e.g. carrier, logistics provider) (§ 447 BGB).
2. The Contractor assumes no liability for damages occurring after leaving the facility due to:
  - transport,
  - improper storage,
  - faulty further processing, or
  - external influences.
3. A recourse liability for transport damage only exists in the event of proven gross negligence during the packaging process by the Contractor.

#### 4.9 Product Safety Requirements & Conformity Responsibility

1. Responsibility for statutory labeling, safety or hazard warnings, content information, declarations of conformity (e.g. CE, REACH, RoHS, CLP, MDR), and packaging requirements lies solely with the Client.
2. The Contractor provides no guarantee for regulatory or market-specific requirements of the destination country.
3. For especially regulated goods (e.g. medical products, food, hazardous materials), the Client is solely responsible for legal marketability and admissibility.

#### 4.10 Standards, Certifications & Quality Assurance

1. The Contractor performs all work in accordance with the standards of its certified quality management system in accordance with DIN EN ISO 9001:2015.
2. Standard quality assurance measures include:
  - inspection protocols,
  - defect catalogs,
  - traceability by batch or lot,

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- internal audits,
- employee qualification & training,
- documented inspection features according to work instruction.

3. The Client may view the current Quality Management Handbook (QMH) at any time at [www.fa-ads.de/qmh](http://www.fa-ads.de/qmh).

#### 4.11 Limitation of Liability

1. The Contractor's liability – regardless of the legal basis – is limited to the net order value of the specific individual service affected.

2. Liability for indirect or consequential damages is – as far as legally permissible – excluded. This includes in particular:

- lost profit,
- production downtime,
- loss of contracts,
- image or reputational damage.

3. Further claims for damages, especially from recourse or third-party claims, exist only in the case of gross negligence or intent on the part of the Contractor.

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### 5. Contract Term & Termination

#### 5.1 Contract Term for One-Time Services

1. Contracts relating to one-time, clearly defined services – such as packaging, sorting, inspection, or assembly work with a defined start and end – automatically terminate upon full performance of the commissioned service.

2. In this case, a separate termination is not required.

#### 5.2 Contract Term for Ongoing Services

1. For regularly recurring or open-ended services (e.g. under framework agreements or monthly service contracts), the agreed term applies.

2. If no fixed term is agreed, the contract may be terminated by either party with four (4) weeks' notice to the end of the month in writing.

#### 5.3 Extraordinary Termination

1. The right to extraordinary termination for good cause remains unaffected.

2. Good cause exists in particular if:

- one party grossly breaches its contractual obligations and fails to remedy the situation within a reasonable period despite written warning,
- one party becomes insolvent or insolvency proceedings are initiated,

- the Client repeatedly defaults on payments despite dunning and reasonable deadline.

3. Termination for good cause becomes effective immediately upon receipt by the other party, unless a different date is specified.

#### 5.4 Form of Termination

1. Terminations must be made in text form. This means:

- by email,
- by letter, or
- as a signed scan in PDF format.

2. Verbal termination is not legally effective.

3. The receipt of the notice by the contractual partner is decisive for the observance of deadlines.

#### 5.5 Termination of Ongoing Orders

1. Termination during an order that has not yet been fully completed is only permissible if good cause within the meaning of Section 5.3 exists.

2. In case of termination without good cause, the Client shall bear all costs incurred up to that point as well as any cancellation costs in accordance with Chapter 2.7 of these GTC.

#### 5.6 Reversal in Case of Termination

1. In the event of contract termination, all services rendered up to that point must be paid for by the Client.

2. Materials, tools, or unused parts must be properly returned to the Contractor or professionally destroyed upon request – this also applies to confidential documents.

3. Any advance payments already received will be offset.

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### 6. Data Protection (GDPR), Confidentiality & Non-Disclosure

#### 6.1 Principles of Data Processing

1. The Contractor processes the Client's personal data exclusively within the scope of applicable legal provisions, in particular the General Data Protection Regulation (GDPR), the Federal Data Protection Act (BDSG), the Telecommunications and Telemedia Data Protection Act (TTDSG), and any applicable international data protection regulations, provided these apply to the contractual relationship.

2. Data processing is based on the following legal grounds:

- Art. 6(1)(b) GDPR (for the performance of a contract or pre-contractual measures)
- Art. 6(1)(c) GDPR (for compliance with legal obligations)
- Art. 6(1)(f) GDPR (for the purposes of legitimate interests, e.g. IT security, documentation,



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- enforcement of claims) If voluntarily provided: Art. 6(1)(a) GDPR (consent)

3. The Contractor implements all necessary technical and organizational measures (TOMs) to ensure adequate protection of personal data.

### 6.2 Categories of Processed Data

Within the business relationship, the following categories of personal data are processed in particular:

- Company and contact data: Company name, contact person, address, phone number, email address, department, position
- Contract data: Order content, service descriptions, communication history, orders, invoices
- Payment data: Bank details, incoming payments, outstanding claims
- Technical data: IP address, end devices used, browser data in electronic communication
- Applicant data (for job applications): Name, cover letter, CV, certificates, voluntary information
- Usage data when visiting the website (see Section 6.11)

### 6.3 Purposes of Data Processing

Data is processed exclusively for the purpose of:

- Contract initiation and execution
- Processing of inquiries, orders, complaints
- Accounting, payment processing, and documentation obligations
- Compliance with legal requirements (e.g. retention obligations)
- Quality assurance, risk management, internal training
- Communication with clients and applicants
- Protection of legitimate interests (e.g. IT security, fraud prevention, legal enforcement)

### 6.4 Storage Duration & Deletion Periods

1. Personal data is generally only stored as long as it is necessary to achieve the stated purposes.

2. Storage duration is determined, among other things, by:

- § 257 HGB (commercial letters, bookings – 6 years)
- § 147 AO (tax-relevant documents – 10 years)
- Art. 17 GDPR (deletion once purpose ceases)

3. Non-tax-relevant communication data (e.g. emails) is regularly deleted after 3 years, unless there is a legal or contractual obligation for further retention.

### 6.5 Data Processing by Third Parties & Subcontractors

1. The Contractor uses external service providers, e.g. for IT systems, web hosting, accounting, communication, or cloud storage. Processing is carried out exclusively within the framework of data processing agreements pursuant to Art. 28 GDPR.

2. Partners and systems used:

- Wix.com Ltd., Israel (website hosting, form processing, chat communication)
- Apple iCloud+, USA/EU (internal storage, applications, order documents – encrypted)
- Email providers and telecommunications services (e.g. Telekom, iCloud Mail)
- Tax consultants or debt collection service providers (only if required)

3. Disclosure of personal data to third parties only occurs if:

- necessary for contract fulfillment
- required by law
- based on legitimate interest (e.g. collection of claims)

### 6.6 Data Transfers to Third Countries

1. Transfer of personal data to countries outside the EU/EEA (so-called third countries) only occurs if:

there is an adequacy decision by the EU Commission (e.g. Israel),

suitable safeguards exist pursuant to Art. 46 GDPR (e.g. standard contractual clauses),

explicit consent of the data subject has been obtained

2. Wix.com Ltd. hosts data in Israel (recognized third country) and possibly in the USA. iCloud+ stores data on encrypted Apple servers, some of which are located in third countries.

3. The Contractor ensures that all international transfers are GDPR-compliant.

### 6.7 Data Subject Rights

Data subjects have the right:

- to access their stored data (Art. 15 GDPR)
- to rectification of inaccurate data (Art. 16 GDPR)
- to erasure ("right to be forgotten", Art. 17 GDPR)
- to restriction of processing (Art. 18 GDPR)
- to data portability (Art. 20 GDPR)
- to object to processing based on legitimate interest (Art. 21 GDPR)
- to withdraw consent (Art. 7(3) GDPR)

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- to lodge a complaint with a data protection authority (Art. 77 GDPR)

Competent supervisory authority:

Der Hessische Beauftragte für Datenschutz und Informationsfreiheit  
Web: <https://datenschutz.hessen.de>  
Inquiries: [info@fa-ads.de](mailto:info@fa-ads.de)

### 6.8 Technical & Organizational Measures (TOMs)

The Contractor protects personal data by:

- SSL/TLS-encrypted transmissions
- Firewalls, antivirus software, secure servers
- Access restrictions and rights management
- Password protection and two-factor authentication
- Documented data protection processes
- Regular backups and system checks
- Staff training and data protection commitments

### 6.9 Confidentiality & Non-Disclosure

1. The Contractor undertakes to treat all information obtained in the course of the business relationship as confidential – including both personal and operational or technical information.

2. The confidentiality obligation applies:

- to third parties,
- to all employees and service providers,
- and for at least three (3) years after termination of the contract

3. Information may only be disclosed if:

- there is a legal obligation,
- disclosure is necessary for contract fulfillment,
- the data subject has given consent

### 6.10 Data Protection Officer

A data protection officer is not required by law, as the conditions of § 38 BDSG (e.g. ≥20 regularly data-handling employees) are not met.

Responsible for data protection inquiries:

Ercan Yildiz – [info@fa-ads.de](mailto:info@fa-ads.de)

### 6.11 Website Data Processing Notices

1. The website [www.fa-ads.de](http://www.fa-ads.de) is operated via Wix.com. Personal data (e.g. through use of forms, chat, buttons) is processed in accordance with the separate website privacy policy, which can be accessed here:

[www.fa-ads.de/datenschutz](http://www.fa-ads.de/datenschutz)

2. The website uses the following features, among others:

- Live chat (Wix Chat)
- Contact and application forms
- Analytics and tracking tools (e.g. Wix Analytics)
- Cookie consent via Consent Manager (TTDSG-compliant)
- Buttons for phone calls and email communication

3. The website privacy policy contains detailed information on cookies, usage analysis, server locations, and tracking.

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## 7. Disputes, Jurisdiction & International Law

### 7.1 Priority of Out-of-Court Settlement Attempts

1. In the event of disagreements or disputes arising from or in connection with this contract, the contracting parties agree to first attempt an amicable resolution.

2. Both parties are obliged, upon request of the other party, to participate in out-of-court negotiations or a mediation procedure before taking legal action.

3. The costs of mediation or arbitration shall be borne equally by the parties, unless otherwise agreed.

### 7.2 Jurisdiction and Applicable Law

1. The place of jurisdiction for all disputes arising from this contractual relationship is, to the extent legally permissible, the registered office of the Contractor in 35716 Dietzhölztal, Germany.

2. Additionally, the Contractor is entitled to bring action against the Client at the Client's place of business, if appropriate.

3. The law of the Federal Republic of Germany shall apply exclusively, with the express exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict of law rules, in particular Regulation (EC) No. 593/2008 (Rome I).

### 7.3 International Contracts and Legal Disputes

1. These GTC apply without restriction to international contractual relationships with companies within and outside the European Union.

2. In international business, German law shall always apply unless mandatory legal provisions of the Client's country of residence require different arrangements.

3. Should the Client, based outside the EU, file a legal action against the Contractor abroad, the Client hereby agrees to fully indemnify the Contractor for all resulting:

- additional costs (legal and court costs abroad),
- foreign law-related claims,



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- and any other direct or indirect damages that go beyond the obligations agreed in these GTC.

#### 7.4 Jurisdiction Agreement for Foreign Clients

1. Clients based outside Germany expressly agree, upon conclusion of the contract, that the place of jurisdiction is 35716 Dietzhölztal, Germany.

2. Any deviation from this agreement on jurisdiction or applicable law must be made in writing and requires the prior consent of the Contractor.

3. The application of international trade customs or arbitration clauses (e.g. INCOTERMS, ICC arbitration) shall only take place by prior individual written agreement.

#### 7.5 Cost Bearing Obligation in International Legal Proceedings

1. If legal proceedings must be conducted with a Client based in a non-EU country, the Client shall bear all:

- procedural costs,
- translation expenses,
- fees for country-specific legal representation,
- and any potential security deposits for litigation cost advances,

insofar as these would not be borne by the Contractor under German law.

2. This obligation to bear costs and indemnify applies regardless of the outcome of the proceedings, provided the Contractor has not acted with gross negligence or intent.

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#### 8. Contract Amendments, Written Form & Validity of the GTC

##### 8.1 Amendments and Additions to the Contract

1. Amendments, additions, or side agreements to these General Terms and Conditions or to any individual contract concluded are only legally binding if made in writing and expressly confirmed by both contractual parties.

2. This applies in particular to:

- modifications of the scope of services,
- changes to prices or payment terms,
- agreements on deadlines, delivery dates, or partial services,
- extensions or limitations of the contractual obligations of a party.

3. Oral side agreements, telephone commitments, or informal arrangements have no legal effect unless subsequently confirmed in writing.

4. This regulation follows the legal requirements of § 126 BGB (written form) and § 127 BGB (text form).

##### 8.2 Requirement for Written Form

1. Where written form is required in these GTC or an individual contract, this requirement is met if the declaration is made as:

- a signed paper document,
- an electronic document with a qualified electronic signature in accordance with § 126a BGB.

2. A simple text form (e.g. email without qualified signature) is only sufficient if this is explicitly agreed or permitted by law (§ 126b BGB).

3. Any deviation from the requirement of written form also requires written form.

##### 8.3 Unilateral Amendments to the GTC by the Contractor

1. The Contractor reserves the right to amend these GTC unilaterally, provided there are objectively justified reasons for doing so, such as:

- changes in legal provisions or new case law,
- expansion of the range of services or technical developments,
- changes in market conditions or business-related circumstances.

2. The amendments will be communicated to the Client in text form at least 30 calendar days before they take effect.

3. If the Client does not object in writing within this period, the new GTC are deemed tacitly accepted.

4. This consequence will be explicitly pointed out in the amendment notice.

5. If the Client objects in due time, the original conditions shall continue to apply to the ongoing contractual relationship.

##### 8.4 Validity for Existing Contracts

1. For existing contractual relationships, amended GTC only apply if:

- the Client explicitly agrees to them in writing, or
- the Client does not object in writing within 30 days despite proper notification – provided the amendment notice clearly points out this consequence.

2. Amendments affecting essential contractual obligations may not lead to an unreasonable disadvantage to the Client (§ 307 BGB).

##### 8.5 Priority of Individually Agreed Contractual Elements

1. Individual written agreements between the parties (e.g. offers, order forms, specifications) always take precedence over these GTC, provided they have been explicitly made (§ 305b BGB).

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2. The GTC apply in addition to such individual agreements, insofar as no divergent or more specific provisions have been made.

### 8.6 Validity of Third-Party Terms and Conditions

1. Conflicting or deviating general terms and conditions of the Client shall not apply, even if not expressly rejected.

2. Inclusion of such conditions requires the Contractor's express, written consent.

3. Even the unconditional performance of services or acceptance of payments by the Contractor shall not be deemed implicit acceptance of the Client's terms and conditions.

### 8.7 Continuity of the Contract in Case of Invalid Provisions

1. If any provision of these GTC or a contract based on them is or becomes invalid or unenforceable, the validity of the remaining provisions shall remain unaffected.

2. The parties undertake to agree on a legally permissible provision that comes as close as possible to the purpose and intent of the invalid provision. This regulation shall apply analogously in accordance with § 139 BGB.

□

## 9. Severability Clause & Final Provisions

### 9.1 Severability Clause for Invalid Provisions

1. Should one or more provisions of these General Terms and Conditions (GTC) be wholly or partially invalid, unlawful, or unenforceable now or in the future, the validity of the remaining provisions shall remain unaffected.

2. In such a case, the parties agree to replace the affected provision with a legally permissible one that comes as close as possible to the economic purpose of the invalid provision. The same applies to any unintentional gaps in these GTC.

3. This rule of interpretation shall apply accordingly pursuant to § 139 BGB and is also applicable in cases of regional or international differences in legal validity requirements.

### 9.2 Continued Validity Despite Regional Invalidity

1. If a provision of these GTC is not enforceable in specific countries, states, or jurisdictions due to national regulations, the validity of the remaining GTC remains unaffected.

2. The relevant clause shall be replaced by a permissible and economically comparable regulation that is valid and enforceable under the respective legal system.

### 9.3 Contract Language and Interpretation

1. The contract content, interpretation, as well as all communications and documents in the context of the business relationship shall be in German only.

2. Translations are provided for convenience only and are not legally binding. In case of any discrepancies or ambiguities in interpretation, only the German version shall prevail.

### 9.4 No Implied Amendments to These GTC

1. Any amendment, addition, or cancellation of individual contractual terms or of these GTC by way of implied or conclusive conduct is excluded.

2. Any amendment requires a written agreement in accordance with the provisions of Chapter 8 (Contract Amendments, Written Form & Validity of the GTC).

### 9.5 No Legal Partnership or Joint Venture

1. These GTC or individual orders do not constitute a partnership, silent partnership, or joint venture in the legal sense between the parties.

2. Each party remains legally and economically independent. In particular, no power of representation or authority to issue instructions arises for either party over the other.

### 9.6 Applicability to Third Parties (e.g. Subcontractors)

1. These GTC apply accordingly to subcontractors, vicarious agents, or other third parties engaged by or at the instigation of the Client for providing or further processing services.

2. The Client is obligated to ensure that any third parties they engage comply with these GTC and shall be liable for their breaches as if they were their own.

### 9.7 International Contracts and Validity in Third Countries

1. These GTC also apply to Clients based outside Germany or the European Union.

2. If a provision is invalid under the law of a particular country, the parties agree to replace it with an alternative regulation that most closely approximates the original provision's intent and economic purpose.

3. The Contractor is not liable for non-compliance with country-specific legal, tax, or administrative requirements abroad unless such matters are explicitly part of the contract.

### 9.8 Exclusion of the Client's Dynamic GTC Inclusion

1. The Contractor expressly objects to any automated, dynamic, or implied inclusion of the Client's general terms and conditions, purchasing terms, or delivery conditions.

2. Even in the case of ongoing business relationships or repeated orders, the inclusion of third-party GTC always requires explicit written consent by the Contractor.

3. Silence upon receipt of or reference to foreign contractual terms does not constitute consent.

### 9.9 Electronic Communication and Burden of Proof

1. The Contractor is entitled to communicate electronically with the Client (e.g. via email, uploads, portals). The Client agrees to this form of communication.
2. Electronic messages and their logs shall be deemed valid evidence in legal matters, provided their authenticity and integrity are verifiably documented.

### 9.10 Jurisdiction and Governing Law Reference (Summary)

1. In addition to Chapter 7, the following applies: All disputes arising from or related to these GTC are subject exclusively to German law.
2. The place of performance and jurisdiction is the Contractor's business location in 35716 Dietzhölztal, Germany. This also applies to international Clients and cross-border services.
3. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) and other conflicting regulations is excluded.

□

## 10. Final Provisions & Scope of Application

### 10.1 Entry into Force of These GTC

These General Terms and Conditions (GTC) come into force upon their publication on the Contractor's website at [www.fa-ads.de/agbs](http://www.fa-ads.de/agbs) and/or upon being sent to the Client. They apply from that point in time to all new contracts and, if so agreed or announced, also to existing contractual relationships.

### 10.2 Applicability to Existing Contracts

1. For already concluded contracts, amendments or new versions of these GTC only apply if:
2. the Client expressly agrees, or the Client does not object in writing within 30 days of proper notification of the GTC changes – provided that the notice explicitly points out this consequence.

### 10.3 Application to Follow-Up Orders

If a business relationship already exists between the parties, these GTC also apply to all future orders without needing to be explicitly referenced again. This also applies even if there is no separate reference made in individual cases, unless the parties expressly agree otherwise.

### 10.4 Relationship to Individual Agreements

Individual agreements (e.g. in offers, confirmations, framework agreements, or order forms) concluded in writing between the Contractor and Client take precedence over these GTC, provided they relate to the specific case. These GTC apply in addition to such agreements and are used where no more specific regulation has been made (cf. § 305b BGB).

### 10.5 International Applicability & Choice of Law

1. For all contractual and pre-contractual legal relationships between the Contractor and the Client, the law of the Federal Republic of Germany applies exclusively, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict-of-law rules of international private law.
2. In cross-border business transactions, German substantive law shall apply exclusively, unless mandatory consumer protection provisions are prioritised in individual cases.
3. The place of jurisdiction for all disputes is, to the extent legally permissible, the Contractor's registered office (35716 Dietzhölztal, Germany).

### 10.6 Electronic Communication & Evidence

1. Contractually relevant statements (e.g. acceptance of offers, terminations, notifications of defects, order changes) may also be transmitted electronically (e.g. by email or PDF), unless a stricter form (e.g. qualified electronic signature according to § 126a BGB) is required by law.
2. The Contractor is entitled to store electronic communications for the duration of statutory retention periods (§ 257 HGB, § 147 AO) and to use them as evidence.

### 10.7 Language Rule for International Business Relationships

1. The legally binding version of these General Terms and Conditions is the German version only.
2. Translations serve informational purposes only and have no legal binding effect.
3. In the case of contradictions or interpretation issues, the German version shall prevail.

### 10.8 Severability Clause (Reference to Chapter 9)

Should a provision of these GTC be wholly or partially invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The parties agree to replace the invalid provision with a legally valid and economically comparable provision. Chapter 9 of these GTC shall apply accordingly.

### 10.9 Legal Basis & Legal References

These GTC are based in particular on the following legal foundations, as amended:

- German Civil Code (BGB)
- German Commercial Code (HGB)
- Product Liability Act (ProdHaftG)
- General Data Protection Regulation (GDPR)
- Telecommunications and Telemedia Data Protection Act (TTDSG)
- Price Indication Regulation (PAngV)

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- Treaty on the Functioning of the European Union (TFEU)
- Regulation (EC) No. 593/2008 (Rome I)
- and, where applicable, country-specific provisions for foreign business relationships

### 10.10 Final Clause

By accepting an offer or placing an order via a service contract, the Client fully accepts the validity of these GTC including Annex A "Checklist for Clients".

The Client also confirms having read and accepted the GTC before conclusion of the contract.

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### Annex A – Checklist for Clients

#### Obligations for Proper Order Preparation and Cooperation

This checklist supports Clients in the proper preparation, execution, and post-inspection of orders placed with A.D.S. Allround Dienstleistungen. It serves both legal certainty and quality assurance and is an integral part of the contractual agreement.

#### 1. Before Start of the Order: Provision of Information

Please ensure that the following points are provided in full and in due time (generally at least 3 working days before project start):

- Complete and written work instruction
- incl. inspection criteria, assembly steps, packaging requirements
- Order description, article numbers, quantities
- Target definition (e.g. "100% visual inspection for scratches")
- Required quality specifications / limit samples
- Contact persons (technical & organizational)
- Desired delivery date & logistics requirements
- Exact address for collection/return delivery
- Documentation requirements (e.g. inspection protocols)
- Special instructions for hazardous materials, hygiene, temperature, etc.

#### 2. Delivery of Material

The following must be ensured upon delivery:

- Material is identifiable & labeled
- No mixing of different batches
- Separate storage possible for unspecified material
- Indication of especially sensitive parts
- Accompanying documents (delivery note, material list, etc.)

#### 3. During Order Execution

- Client contact person is available
- Changes to the work instruction are made in writing only
- Questions are answered in a timely manner
- In case of backlogs, problems or deviations, the Contractor consults the Client
- Additional services or rework are commissioned separately

#### 4. After Order Execution

- Complete incoming goods inspection by the Client upon return delivery (§ 377 HGB)
- Review & verification of inspection reports or QA documentation
- Complaints must be submitted in writing within 5 working days of receipt
- Acceptance is confirmed in writing or implicitly through further processing

#### 5. Areas of Responsibility – Clarification:

- Technical approval of the products = Client
- Legal compliance (e.g. CE, REACH) = Client
- Execution of the service as per work instruction = Contractor
- Final acceptance after processing = Client
- Product liability (see Chapter 4)

**Note: This checklist is part of the contractual agreement and serves the clear allocation of roles in accordance with §§ 241, 311 BGB (contractual obligations & ancillary duties). If preparatory obligations are not fulfilled by the Client, this may lead to delays, additional costs, or exclusion of liability (cf. GTC Chapters 2.6, 4.2, 4.7).**

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