

General Terms and Conditions of Business, archivservice-berlin

1.) Area of Application

- a) The Terms and Conditions of Business of "archivservice-berlin" as set forth in the following govern the research service of Renate Rueb, hereinafter referred to as the "Contractor", with their customers, hereinafter referred to as the "Client".
- b) By signing the order the Client acknowledges the General Terms and Conditions of Business.
- c) Counter-confirmations by the Client are herewith contradicted to the extent that they contradict these General Terms and Conditions of Business.

2.) Scope and Fulfilment of the Contract

- a) The scope of the service to be provided will be agreed in writing between the Client and the Contractor. The contract shall be entered into in writing (by fax or letter) and shall define the anticipated time frame and subject of the research service. The commissioning of the Contractor in writing shall be confirmed by the Contractor.
- b) Once the order has been placed and an advance payment has been received, the initial research unit of max. four hours will be carried out (see price list). After receiving an interim report, the Client shall decide on any continuation of the research. If the advance payment is not exhausted (e.g. due to the state of sources), the remaining sum shall be refunded to the Client.
- c) If in the course of carrying out the order a service becomes necessary which goes beyond the subject of the contract and which has not been defined, an additional agreement shall be entered into regarding this. Such agreement must be concluded in writing and shall likewise define the respective payment.
- d) The Contractor shall have the right, if this proves to be necessary for the fulfilment of the order, to call on the assistance of a third party with relevant specialist qualifications after prior consultation with the Client.

3.) Duration and Manner of Payment

- a) The contract ends upon fulfilment of the service, upon rescission or by virtue of termination, to the extent this is permissible by law. Damages claims shall not be affected by the exercise of the right of rescission or of any right of termination.
- b) The Contractor may rescind the contract if grounds exist which go beyond the

statutory grounds for rescission:

- Grounds exist which render the implementation of the order impossible or render it possible only with disproportionate expenditure of time and/or money and these circumstances are not reasonable in the view of the Contractor.
 - The Client is unable to bear the anticipated costs of the research due to existing or impending insolvency following the placing of the order. In this event, the Contractor shall, however, be reimbursed for services already rendered.
- c) The fee shall be due for payment no later than two weeks after the issuing of the invoice.

4.) Deadlines

The agreed delivery periods are based on experience. Should delays become apparent due to unforeseeable circumstances in respect of any delivery date which may have been agreed, the Contractor undertakes to inform the Client of this without delay. No financial obligations vis-à-vis the Client shall, however, be derived from this. No liability which is not excluded under No. 6.) c) shall be affected thereby.

5.) Assignment of Rights

- a) The Client shall receive data and data carriers for personal use. Utilization is generally subject to the legal regulations and laws concerning archives applicable to archived material. Existing copyrights and rights of personality shall be observed when information from archive material is utilized.
- b) In the case of archive material or illustrations which the Contractor delivers to the Client as copies or data, the proprietor's rights of use shall be taken into account. Publication of such material shall be subject to the proprietor's written permission.

6.) Liability

- a) The Contractor shall not be liable in respect of damages or consequential damages arising from misleading or incomplete information provided by the Client.
- b) The Contractor undertakes to search in the course of the research the contractually-agreed places where sources and inventories are kept. The Contractor cannot, however, undertake any guarantee of completeness.
- c) Claims for damages are excluded except with regard to liability for damage or injury to life, body or health resulting from intentional and negligent breach of duty by the Contractor or intentional and negligent breach of duty by a representative or an agent of the Contractor. The exclusion of damages claims shall not cover other damage or injury

resulting from grossly negligent or intentional breach of duty by the Contractor or from grossly negligent or intentional breach of duty by a legal representative or agent of the Contractor. The exclusion of liability shall furthermore not cover the event that the Contractor has undertaken a guarantee for the correctness of the results of her research. Finally, the exclusion of liability shall also not cover the event of breach of essential main contractual duties (cardinal duties), but is limited, in the event of simple negligent breach of duty, to typically foreseeable damages, which shall not as a rule exceed the order sum.

7.) Final Provisions

- a) The laws of the Federal Republic of Germany shall apply exclusively with regard to disputes arising from the implementation of the order.
- b) Should any of the provisions in the foregoing be or become invalid, the other provisions shall not lose their validity.
- c) Agreements in deviation from these General Terms and Conditions of Business must be made in writing.

archivservice-berlin

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