General Terms and Conditions (GTC)

General Terms and Conditions

8bound UG

Bozener Straße 13

D-10825 Berlin

1. Conclusion of contract
    1. These terms and conditions apply exclusively. Any deviating provisions in the customer's general terms and conditions are therefore expressly rejected.
    2. Verbal side agreements are invalid. Amendments and supplements to the conditions, including this written form clause, must be made in writing.
    3. These replace all previous terms and conditions, unless another agreement has been expressly contractually agreed with the customer.
2. Subject matter of the contract, scope of services
    1. The type and scope of services to be provided by 8bound are based on the provisions of the contract concluded in each individual case.
    2. Offers made by 8bound are subject to change until the contract is concluded.
    3. Additional services provided by 8bound on behalf of the customer that go beyond the scope of services of the respective offer will be invoiced separately. This also applies to possible subsequent changes requested by the customer, so-called change requests.
    4. If the client violates any of the contractual obligations, 8bound is entitled to discontinue services to the customer until the obligations have been (re)fulfilled. In this case, the client is not entitled to any claims for reduction, reimbursement or compensation.
    5. If the 8bound sales, work or address material is not available on time and free of charge, contrary to the terms of the contract, the hourly wage costs incurred by the delay can be charged to the client.
    6. Acceptance of Services
       Services provided by 8bound shall be deemed accepted unless the Client submits a written notice of material defects within seven (7) calendar days following delivery.
       Any productive use of the services, reports, CRM data, campaign results, appointments, work products, or deliverables shall constitute acceptance.
       Following acceptance, objections regarding defects that would have been identifiable upon proper inspection shall be excluded.

7. Electronic Records as Evidence
   CRM entries, call logs, email correspondence, calendar entries, meeting records, project reports, presentations, HubSpot documentation and other electronic records shall constitute valid evidence of service performance.
   Such records may be used by 8bound to demonstrate proper fulfilment of contractual obligations.

3. Terms of payment

   1. In the event of withdrawal from a project that has already been contractually agreed up to two weeks before the start of the project, a fee of 25% of the agreed order value will be charged. For later cancellations up to the start of the project, a fee of 35% of the agreed order value will be charged. Postponements of the project start are free of charge up to one month before the originally agreed date. For postponements within one month before the originally agreed date, a processing fee of €1,000.00 (one thousand) will be charged. The right to terminate the contract without notice for good cause remains unaffected.

   2. Invoices will be issued monthly in advance, with the exception of final invoices, unless the parties have expressly agreed otherwise in writing. However, should circumstances become known that call into question the creditworthiness of the client, in particular if payments are stopped, 8bound is entitled to demand immediate payment of the entire remaining debt. In addition, in this case 8bound is entitled to demand advance payments or security deposits.

   3. All payments are due upon receipt of the invoice without deduction and must be transferred to the 8bound account specified in the invoice within 14 days of the invoice date, free of expenses. If the 14-day period is exceeded, the client is in default without the need for a reminder. The client alone bears the reminder, legal and court costs incurred by exceeding the payment period, as well as the associated incidental expenses.

   4. The settlement with disputed counterclaims and the withholding of due invoice amounts is not permitted.

   5. Suspension of Services for Non-Payment
      If the Client is in default with any due payment, 8bound shall be entitled to suspend all ongoing services until all outstanding amounts have been paid in full.
      The Client's payment obligations shall remain unaffected.
      Any delays or damages resulting from such suspension shall not be attributable to 8bound.

4. Retention of title

   1. Until all claims have been met in full by the client, the goods remain the property of 8bound.

5. Limitation of liability

1. 8bound is only liable without limitation for lost sales, work or address material if it is responsible for this loss itself.

2. The correctness of the created print documents and email templates with regard to texts, completeness, layout and sentence structure are to be checked and signed off by the client before the start of the project. If the client fails to do so, 8bound will not accept any liability for any damage incurred.

3. Services are provided on the basis of 8bound's current knowledge and expertise. No liability is accepted for these.

4. 8bound is not liable for the rights of third parties affected by the implementation of the telemarketing campaign mentioned. In particular, 8bound is not liable for violations of competition, name, trademark or copyrights of third parties.

5. 8bound is not liable for the content of the client's documents and specifications.

6. In the cases of no. 5.4. and 5.5., an exclusion of liability will only not be considered if the infringement was obviously known to 8bound in advance.

7. 8bound is only liable for intent and proven gross negligence if this is determined by an officially appointed expert. In the event of a failure to fulfill essential contractual obligations, liability is limited to those damages that 8bound typically had to expect at the time of the conclusion of the contract due to the circumstances known to it at that time. Liability for indirect damages, consequential damages or lost profits is excluded. The above limitations of liability also apply to employees and third parties contracted by 8bound.

8. Any liability for third-party negligence, in particular for suppliers, third-party products and insertions, as well as for force majeure, is excluded.

9. Liability for any consequential damages arising from the order or its processing is expressly excluded.

6. Confidentiality, data protection, employee enticement

    1. The parties undertake to keep secret all business transactions and information that become known in the course of the cooperation, regardless of the form (in particular in writing, orally or in the form of electronic data), from the other party and from companies associated with it or in business contact with it.

    2. 8bound points out that the relevant data protection regulations are being complied with, protected from access by third parties and not used for any other stated purpose. Disclosure to employees of the contractual partner will only take place if they need to have knowledge of the information in question in order to fulfill the purpose of these agreements. The employees are each to be bound in a suitable form to comply with confidentiality.

3. 8bound employees may not be employed by a client as an employee until at least 15 months after the end of the contract performance. If this provision is violated, 8bound is entitled to demand a contractual penalty of €8,500.00.

7. Contract term, termination

    1. Unless an explicit written extension is received, the cooperation ends with the end of the project, unless otherwise agreed between the parties.

    2. For temporary contracts, termination before the end of the term is only possible for good cause.

8. Severability clause

    1. Should any provision of these terms and conditions be invalid or unenforceable, or should a gap arise in an individual contract, this shall not affect the validity of the remaining provisions. The invalid or unenforceable provision shall be replaced, or the gap filled, by a provision that, to the extent permitted by law, comes as close as possible to what the parties to the contract intended when they signed the contract or would have intended in accordance with the meaning and purpose of the contract, provided that they had considered this point. In the event of termination by the client, the client must compensate 8bound for the damages incurred as a result of expenses incurred in connection with the order volume.

9. Other provisions

    1. The assignment of rights and claims arising from the contract is only permitted with the prior written consent of 8bound.

    2. The place of performance and exclusive place of jurisdiction is Berlin.

    3. Governing Law
    All contractual relationships between 8bound UG and the Client shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
    This shall also apply where the Client is located outside Germany or where services are provided wholly or partly abroad.