Reviewed last: February 2026

TERMS AND CONDITIONS OF PERFORMANCE

1. Scope of application

1.1. The following Terms and Conditions of Performance and Sales (TCPS) apply to all current and future service contracts, contracts for work and services and other contracts between the customer (Client) and us (Contractor).

1.2. The contract is concluded on the following Terms and Conditions exclusively. Deviating terms and conditions of the customer shall not become part of the contract even if we do not expressly object to them. We hereby expressly object for the future to references to the Client's own terms and conditions in counter-confirmations, counter-offers or other references by the Client. We only deviate from this principle within the framework of individual contractual agreements in accordance with Section 305b BGB (German Civil Code).

1.3. These Terms and Conditions shall also apply in their latest version to all follow-up transactions, without their inclusion having to be expressly mentioned or agreed.

2. Offers

Unless stated otherwise, our offers are always subject to change, in particular with regard to service content, price and completion date.

3. Scope of performance

3.1. We shall assume the tasks resulting from the contract. The concrete scope of services results from our respective offer and is carried out in accordance with the generally recognised rules of technology and in compliance with the regulations applicable at the time of the conclusion of the contract.

3.2. Any alterations or amendments to this contract require our approval in writing.

3.3. We may involve subcontractors at any time to fulfil the contract.

3.4. Events caused by force majeure as well as other circumstances that are beyond our responsibility and that make the timely execution of accepted orders impossible shall release us from the accepted duty to deliver for the time of their occurrence. During such time, the Client shall not be entitled to impose additional deadlines on us for the purpose of charging damages after their fruitless expiry or to withdraw from the contract. If we are responsible for the impediment to performance, our delivery obligation and the Client's right to set a grace period shall remain unaffected; however, the grace period must be calculated in such a way that the impediment to performance can probably – according to objective judgment – be remedied within such period. We shall inform the Client immediately after the occurrence of the impediment to performance of the period of time which is expected to be necessary for the removal of the impediment to performance.

3.5. In the event of termination, we shall generally invoice our proven services according to the reached status of the project. If a termination takes place for any reason whatsoever for which we are not responsible, we shall be entitled to demand instead a lump-sum payment or lump-sum compensation amounting to 10% of the total price agreed at the time of termination. Both the Client and we are free to provide other evidence in individual cases. In all other respects, the dispositive right of termination shall apply, including the remaining provisions of Section 648 BGB (German Civil Code).

4. The Client's duty to cooperate

4.1. The Client shall be obliged to support us in the fulfilment of our contractually owed services to the necessary extent and in particular to provide the necessary information and documents. We are only obliged to provide the service once we have received all the necessary documents.

4.2. We accept no liability for errors which are based on an incomplete or incorrect presentation of the facts and/or incorrect or faulty information/documents of the Client. This exclusion of liability is limited by the regulation in Item 7.7 of these contractual conditions.

5. Remuneration and payment

5.1. The remuneration for our (partial) services will be invoiced subsequently or in accordance with the agreement and is due for payment within 14 days without deduction.

5.2. We accept bills of exchange or cheques only on the basis of a special agreement and exclusively on account of payment. Discount and bill charges shall be borne by the Client and fall due immediately.

5.3 The Client is entitled to offsetting, retention or reduction only if the counterclaims asserted by him in this regard have been legally established or expressly recognised by us.

5.4. The Client may assign claims arising from legal transactions concluded with us only if expressly consented by us in writing.

5.5. If the execution of services assigned and already being processed is interrupted for longer than three months due to circumstances for which the Client is responsible, we may assert delay-related remuneration claims in an appropriate amount based on the contractually agreed hourly rates or remuneration.
In such case, we shall promptly notify the Client of the delay in work or the additional remuneration claim. Furthermore, we may demand reasonable extension of the execution deadlines and are entitled to issue a lump-sum progress invoice for the tasks in progress.

5.6. Time required for driving is considered working time.

5.7. If the Client is in default of payment, we shall be entitled, after the expiry of a reasonable period set in advance, to cease performance or to withhold our performance without thereby breaching contractual obligations. This shall also apply if the Client defaults on a payment obligation arising from another legal cause – from a previous order, for example.

5.8. In the case of a contract term taking longer than 15 months, we reserve the right to subsequently adjust our hourly rates - within a customary scope. The parties will negotiate the adjustment by mutual agreement. If no agreement is reached, we reserve the right to terminate the contract prematurely.

6. Warranty

6.1. If the object of performance is proven to be defective or lacks contractually warranted characteristics, we shall, at our discretion, either deliver a replacement or rectify the defect free of charge to the exclusion of any further warranty claims. Such warranty is limited to the amount of the order sum.

6.2. If a certain variant of the statutory claim for post-performance has been determined (re-work or replacement), the Client's claim for post-performance shall be limited to the selected variant of post-performance until this variant proves to be finally impracticable. The right under Section 635 (3) shall remain unaffected. The right to claim reduction, withdrawal or damages under the statutory conditions due to failure of the post-performance remains unaffected by these provisions.

6.3. The Client must report obvious defects in writing without delay, but at the latest within one month after receipt of the object of performance. Otherwise, the Client's warranty rights shall become time-barred within twenty-four (24) months after the transfer of risk. The limitation period for claims for defects within the meaning of Section 634a (1) No. 2, BGB (German Civil Code) (building structures) shall be governed by the statutory provisions.

6.4. Any remedial action is principally rendered as a gesture of goodwill and without recognising any legal obligation. This shall not apply if it is with reference to an unambiguous claim for post-performance, established by a court or acknowledged by ourselves.

6.5. If the Client has made a warranty claim against us and it turns out that either there is no defect or the claimed defect is based on a circumstance that would not have obliged us to provide a warranty, the Client shall reimburse us for all costs incurred as a result, insofar as the Client is responsible for raising the claim on us. In case of doubt, the costs shall be based on our applicable hourly rates. This clause only applies to entrepreneurs (Section 14 BGB (German Civil Code)).

6.6. If we fail to perform after the expiry of a grace period set by the Client due to a circumstance for which we are not responsible, the Client shall only be entitled to withdraw from the contract after the unsuccessful expiry of a further and reasonable grace period.

6.7. If the Client has received a defective piece of work or performance and if we have remedied the defects notified by him within the grace period set by him, the Client may only withdraw from the contract, reduce the remuneration for the work or demand damages instead of performance due to other defects which were not previously notified and for the remedying of which he has not yet set us a grace period if he has again set us a reasonable grace period for remedying these new defects. The Client’s right to assert the aforementioned rights under the respectively applicable legal conditions without a grace period remains unaffected.

7. Liability

7.1. Our liability for damages, irrespective of the legal grounds, in particular due to impossibility, delay, defective or incorrect delivery, breach of contract, breach of duties during contractual negotiations and wrongful acts, shall be limited in accordance with this Section 7, insofar as fault is relevant in each case.

7.2. Our liability for slight/simple negligence is precluded subject to the restrictions set out in Item 7.7. We shall not be liable in the event of simple negligence on the part of our executive bodies, legal representatives, employees or other vicarious agents, insofar as this does not involve a breach of material contractual obligations.

7.3. To the extent we are liable for damages in accordance with 7.2, this liability is limited to damages which we foresaw as a possible consequence of a breach of contract at the time of conclusion of the contract or which we should have foreseen by exercising due care. Furthermore, indirect damage and consequential damage shall only be compensable insofar as such damage is typically to be expected when using our object of performance as intended.

7.4. In the event of liability, our obligation to pay compensation is limited to the amount of our current insurance sum, even if it is a breach of material contractual obligations. An essential contractual obligation in the aforementioned sense is an obligation the fulfilment of which makes the proper performance of the contract possible in the first place and the observance of which the contractual partner may regularly rely on.

7.5. The above exemptions from and limitations of liability shall apply to the same extent in favour of our executive bodies, legal representatives, employees and other vicarious agents.

7.6. Insofar as we provide technical information or act in an advisory capacity and this information or counselling is not part of the contractually agreed scope of services owed by us, this shall be done to the exclusion of any liability.

7.7. The previous limitations of this Section 7 do not apply to liability for intentional conduct, for guaranteed characteristics, for injury to life, body or health. We shall be liable without limitation for personal injury. The same applies to other damage suffered by the Client as a result of a breach of duty caused by our intentional or gross negligence. We shall also be liable for typical contractual damage incurred by the Client as a result of a material breach of contractual duty committed by us if we are only guilty of slight negligence.

7.8. We object to any of the contractual partner's contractual clauses that would oblige us to indemnify the contractual partner against claims for damages raised by third parties. This includes in particular the legal and/or contractual liability of the contractual partner towards third parties.

8. Contractual penalties

8.1. We hereby expressly object to any provisions in the Client's Terms and Conditions that oblige us to pay a contractual penalty. We hereby expressly object to any provisions in the Client's Terms and Conditions which oblige us to pay a contractual penalty. The legal rights of the Client resulting from a breach of duty for which we are responsible (poor performance, delay, etc.) remain unaffected by the exclusion from Item 8.1.

8.2. Should the Client withhold our remuneration with reference to a contractual penalty, he shall be in default of payment. From this point in time, interest on arrears amounting to 8 per cent above the respective base interest rate of Section 247 BGB (German Civil Code) shall be payable on the amount retained.

9. Insurance

9.1 As a rule of standard, we maintain appropriate commercial liability insurance throughout the duration of the contract until the expiry of any limitation periods.

9.2. More extensive insurance coverage or a higher sum insured, which the Client intends to introduce into the contract through his Terms and Conditions, is hereby expressly objected to.

9.3. The Client is entitled to request a confirmation of insurance coverage by the insurer.

10. Copyright and publications

We retain the copyright to the pieces of performance rendered by us – insofar as they are suitable for this purpose. The Client may only use our performance and other details within the scope of the order after full payment of the remuneration and for the purpose for which they are intended as agreed. Any publication or reproduction of our performance for advertising and other business purposes, including the use of extracts thereof, require our prior written consent.

11. Compliance and data protection

11.1. We have established binding compliance guidelines. The Client acknowledges these guidelines. They are published at https://www.gicon.de/compliance.

11.2. We would like to be informed about illegal behaviour in our company in order to be able to clarify and stop such behaviour. Therefore, we encourage everyone – whether employee, former colleague, customer, supplier or third party – to inform us about illegal infringements.

11.3. Data protection and the confidentiality of the information entrusted to us are of great importance to us. The data required for the processing of the contract is stored, processed and used centrally. This data is only passed on to third parties insofar as this is permissible according to the legal regulations of the General Data Protection Regulation and the Federal Data Protection Act.

11.4. Order processing is carried out with the aid of automatic data processing. The Client hereby gives his express consent to the storage and processing of data disclosed within the framework of contractual relations and necessary for order processing in accordance with the statutory provisions on data protection.

12. Place of performance, place of jurisdiction and miscellaneous

12.1. The place of performance and exclusive place of jurisdiction – to the extent permissible under the statutory rules – for all legal disputes arising directly or indirectly from the contractual relationship shall be Dresden.

12.2. The law of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods and conflict of laws provisions of German law.

12.3. The contractual language is German.

12.4. Should individual provisions of this contract violate mandatory law in whole or in part or be void or ineffective for other reasons, the validity of the remaining provisions shall remain unaffected.