

Ro-Line Consulting

Terms and Conditions for Consulting and Services

Date: 08th July 2023

Terms and Conditions for Consulting

1.0 Scope of the GTC

1.1 The provisions of Sections 1. through 9. apply to all consulting services offered by Ro-Line and to all contracts concluded by Ro-Line with its customers, regardless of the content and legal nature of the consulting services offered or contractually assumed by Ro-Line.

1.2 Insofar as consulting contracts or offers of Ro-Line contain provisions that deviate from the following General Terms and Conditions of Contract, the individually offered or agreed contractual rules shall take precedence over these General Terms and Conditions of Contract.

2.0 Customer participation and responsibilities.

In order to enable Ro-Line to perform the desired professional work, the customer will inform Ro-Line as comprehensively as possible about the business, organizational, technical and competitive situation of his company. In particular, the Customer will cooperate personally and, if necessary, also through its employees in the project as follows:

2.1 The Ro-Line consultants will ask only such questions, the answer to which may be of importance for the project. All questions of the Ro-Line consultants about the factual and legal relationships within the client company, as well as questions of the Ro-Line consultants about the factual and legal relationships between the client and its business partners and competitors, as far as these relationships are known to the client and/or its executives, will be communicated in a short and clear manner.

2.2 The Ro-Line will also be informed, without being asked and as early as possible, of such circumstances that may be of significance for the project.

2.3 Any interim results and interim reports supplied by Ro-Line shall be checked by the Customer without delay to determine whether the information contained therein about the Customer or his company is correct; Ro-Line shall be notified without delay in writing of any necessary corrections and also of any requests for changes.

3.0 Customer data backup

If the tasks assumed by Ro-Line involve work by Ro-Line consultants on or with the Customer's electronic data processing equipment, the Customer shall ensure in good time before the start of the corresponding activities of the Ro-Line consultants that the recorded data can be reconstructed with reasonable effort from machine-readable data carriers in the event of destruction or falsification.

4.0 Remuneration

4.1 Remuneration is paid in accordance with the respective contractual basis.

4.2 For the services rendered by Ro-Line until receipt of a premature termination, the customer shall pay the agreed fee and the agreed expenses to Ro-Line. The calculation basis for fees are the generally applicable daily rates of those consultants who were employed by Ro-Line for the specific project.

However, according to this provision, Ro-Line may not charge more than the fixed or flat rate agreed upon for the terminated project. If fixed or lump sum prices have been agreed upon for individual service stages within a contract, the rate for the billing of the respective service stage shall apply accordingly.

4.3 Ro-Line shall not be remunerated for the period after receipt of the termination to the extent that Ro-Line thereby saves expenses and/or achieves them by using the forces thus released elsewhere.

4.4 The provisions of Sections 4.2 and 4.3 shall apply accordingly if Ro-Line has legally terminated the contract prior to the originally agreed conclusion.

4.5 Premature termination of the contract

Ro-Line grants the customer the right to prematurely terminate any consulting contract, except contracts with a fixed term, if the customer so desires. The premature termination shall not affect agreed duties of confidentiality and other post-contractual fiduciary duties. In cases of premature termination of the contract, the remuneration of Ro-Line shall be governed by Sections 4.2, 4.3 and 4.4.

5.0 Invoicing, Payment

5.1 In the absence of deviating agreements, Ro-Line is entitled to invoice the Customer monthly in arrears for fees and expenses as incurred. The rates set forth in Section 4.2 shall apply to the calculation of the fee.

5.2 Invoices issued by Ro-Line in accordance with the contract are due for payment within 10 days.

5.3 If the Customer is in default with the settlement of due invoices, Ro-Line is entitled to stop its work on the project.

6.0 Impediments to Performance, Delay, Inability.

6.1 Ro-Line shall only be in default with its services if specific completion dates have been agreed as fixed dates and Ro-Line is responsible for the delay. Ro-Line is not responsible, for example, for an unforeseeable failure of the Ro-Line consultant designated for the project, force majeure and other events which were not foreseeable at the time of the conclusion of the contract and which make the agreed performance at least temporarily impossible or unreasonably difficult for Ro-Line. Equal to force majeure are forces of nature, strike, lockout and similar circumstances, by which Ro-Line is directly or indirectly affected. Impossibility shall be deemed to apply in the case of unlawful measures, not to be represented by Ro-Line.

6.2 If the impediments to performance are of a temporary nature, Ro-Line is entitled to postpone the fulfillment of its obligation by the duration of the impediment and by a reasonable start-up period. If, on the other hand, the performance of Ro-Line becomes permanently impossible due to hindrances within the meaning of Section 6.1, Ro-Line shall be released from its contractual obligations.

6.3 If Ro-Line is responsible for delay or impossibility, sections 7.2 to 7.5 shall apply in addition.

7.0 Warranty, Liability

7.1 If and to the extent that any consulting errors and/or any defects of a Work created by Ro-Line are based on the fact that the Customer has not, not completely or not timely fulfilled cooperation obligations according to Section 2. and/or Section 14., the liability of Ro-Line is excluded. In the event of a dispute, the Customer shall provide proof of the complete and timely fulfillment of all obligations to cooperate. Furthermore, Ro-Line shall not be liable for any damage suffered by the Customer as a result of failure to comply with the obligation to provide security pursuant to Section 3.

7.2 Ro-Line shall only be liable for damages of the Customer in case of simple negligence of its bodies or employees, if and to the extent that the damages are based on the violation of such obligations, the fulfillment of which is absolutely necessary to achieve the purpose of the contract. In all other respects, Ro-Line shall only be liable for damages resulting from delay, impossibility of performance, positive breach of contract, culpa in contrahendo or tort, if and to the extent that they have been caused by Ro-Line intentionally or by gross negligence.

7.3 The liability of Ro-Line is limited to such damages that Ro-Line must reasonably expect. The liability is limited to a maximum of € 10,000 per damage event. Ro-Line shall only be liable for damages in case of intentional or grossly negligent causation, or insofar as the liability insurance agreed upon according to sentence 3 is not liable to pay due to serial damages or due to other circumstances for which Ro-Line is responsible.

7.4 The limitations in sections 7.2 and 7.3 do not apply if and insofar as claims for damages are based on the absence of any warranted characteristics of a work to be produced by Ro-Line.

7.5 All possible claims for damages against Ro-Line shall become statute-barred after 3 years at the latest. The limitation period begins with the recognizability of a damage, at the latest, however, with the completion of the contractual activity. Section 12.3 remains unaffected.

8.0 Choice of Law, General Terms and Conditions of Customers

8.1 In addition to the individual agreements and these Terms and Conditions of Ro-Line, only German law shall apply.

8.2 General Terms and Conditions of the Customer shall have no effect vis-à-vis Ro-Line, even if Ro-Line does not expressly object to their inclusion.

8.3 Should individual provisions of this contract or of the General Terms and Conditions of Ro-Line be or become invalid or unenforceable, this shall not affect the remainder of the contract. In place of the invalid or unenforceable clause, a provision shall be deemed to have been agreed which, when viewed objectively, comes as close as possible to the economic purpose of the invalid or unenforceable provision. Any loopholes in the contract shall be closed in a corresponding manner.

9.0 Maintenance of Confidentiality by Ro-Line and its Business Partners

9.1 Ro-Line and its business partners will treat all information received from their customer in the course of the cooperation about the customer's company as strictly confidential, unless it is generally known. The same applies to knowledge about internal company processes of their customers, which the Ro-Line team obtains on the occasion of the cooperation. The obligation to maintain confidentiality shall continue to exist after termination of the contract.

Ro-Line guarantees that it has imposed confidentiality and secrecy obligations on its employees and business partners that correspond to the regulations of the above-mentioned section. Ro-Line may use company data of its clients in anonymized form for its statistics.

9.2 The place of performance for the services of Ro-Line is the registered office of the Ro-Line branch office that concluded the consulting contract, the performance of which is at issue. The place of performance for payments to Ro-Line is its registered office in Nuremberg. 9.3 The place of jurisdiction for all actions against Ro-Line is Nuremberg. Nuremberg shall be the place of jurisdiction for lawsuits filed by Ro-Line against the customer, if the customer is a registered merchant or has no general place of jurisdiction in Germany. If Ro-Line asserts claims against several persons as joint and several debtors under a contract and if not all of the joint and several debtors are fully qualified merchants, Ro-Line may, in deviation from sentence 2, bring an action before the court of the place of performance or also before the court of the German place where one of the non-merchant joint and several debtors has his general place of jurisdiction. Supplementary Provisions for Contracts for Work and Services Scope of Sections 10.0 to 12.0.

The provisions in Sections 10.0 to 12.0 shall apply, in addition to Sections 1.0 to 9.0, to consulting offers and contracts of Ro-Line for the preparation of reports, studies, analyses and similar works, if and to the extent that the remuneration of Ro-Line under the contract is primarily dependent on the preparation of the work (contracts for work). The provisions of Sections 10.0 to 12.0 apply in addition to Sections 1.0 to 9.0 furthermore to corresponding partial services of Ro-Line, if these are delimited from further services of Ro-Line in the consulting offer or contract, e.g. step-by-step or phase-by-phase procedure.

10 Acceptance of Project or Work Services

10.1 Ro-Line shall present the work/project produced in accordance with the contract to the Customer. If the Customer does not accept the work/project upon presentation or other provision for any reason other than due to an immediate and justified complaint and if the Customer does not make up this complaint within two weeks after presentation or provision, the work/project shall be deemed accepted. Use of the work/project by the customer shall be deemed to be acceptance.

11.2 If acceptance is excluded due to the nature of the Work/Project, Ro-Line's notification to the Customer of the completion of the Work/Project shall take the place of acceptance.

11.3 The aforementioned rules regarding acceptance shall apply accordingly to any partial services of Ro-Line within the individual service phases agreed upon in the consulting contract, provided that separate acceptance or presentation dates have been agreed upon for such partial services.

12.0 Notification of defects, warranty, liability 12.1 Any defects of the work/project and the absence of any warranted characteristics of the work/project must be notified to Ro-Line in writing immediately after their detection. Otherwise, the warranty claim expires.

12.2 As warranty, the Customer may initially only demand rectification of defects free of charge. If the defect is not remedied within a reasonable period of time or if the remedy fails, the Customer may demand a reduction of the purchase price or rescission of those parts of the contract that are affected by the defect.

12.3 The limitation period for project or work performances (definition in Section 10.) of SN shall be governed by § 638 BGB and shall begin, in deviation from Section 7.5, with the acceptance of the work/project (cf. Section 11.).

12.4 Otherwise, the provisions in Section 7.0 shall remain unaffected.

General terms and conditions for Services

13 Terms and Conditions for Service and Remote and Smart Services

13.1 Scope of Application

The following terms and conditions shall apply to all service, as well as remote service and smart service services, which Ro-Line or a company directly affiliated with Ro-Line provides to commercial customers.

13.2 Subject

The Customer operates one or more of machines or plants in the tire industry. Ro-Line provides Remote Services by way of remote data transmission or / and uses suitable data glasses system to realize a picture and sound transmission, via the Internet, directly from the machine, in the customer's plant, and if necessary to implement an exchange of pictures and videos and documents via the system, always with the aim of achieving a fast and uncomplicated support for the customer. The contents refer to all remote services and are also valid for all service products for machines or plants of the tire industry.

14 Description of services, obligations of the customer

14.1 Remote diagnosis

The customer contacts Ro-Line by phone or e-mail with a description of the malfunction or the technical problem at a defined machine or plant as detailed as possible and activates the remote service access to the machine/plant if necessary.

For this purpose, the function for enabling machine access is available to the customer. Once access has been enabled, an external specialist accesses the machine automation.

The external specialist analyzes the information that can be viewed and searches for anomalies and deviations between the actual and target status.

14.2 Data glasses and Smart Service

The customer contacts Ro-Line by phone or e-mail with as precise a description as possible of the malfunction or technical problem on a machine or system in the tire industry and, if necessary, activates the Ro-Line Smart Service System on a suitable mobile device (e.g. smartphone, tablet PC or data glasses). The information, images, videos and sounds transmitted via the Smart Service System are now analyzed by a Ro-Line employee and assistance is provided on this basis. If necessary, the Smart Service sessions are recorded by Ro-Line in order to realize a documentation of the assistance.

14.3 Assistance with error messages

The customer shall ensure that its machines/systems for remote data transmission is/are connected to the transmission medium without interference. Data rates with at least 50MBit or GSM 4G/ LTE speeds are required. When identifying, isolating, reporting and describing errors / problems, the customer must follow the instructions given by the external company specialist. The Customer has qualified as well as technically and linguistically trained personnel for the Remote Service, the Data Glasses - Smart Service.

14.4 Ro-Line also offers Smart Service services within the scope of services. These Smart Service services are always offered in cooperation with a specialized company in order to achieve the highest possible output for the Customer.

The costs of the service are always contractually regulated.

15 Confidentiality

Ro-Line and the Customer undertake to treat as confidential all information that becomes known in connection with the performance of these services, in particular the data that becomes known in the course of a service assignment, and not to use it by either party for its own purposes outside the service assignment, nor to make it available to third parties. This applies for the duration of any contractual relationship and for five years after its termination. The individual Ro-Line employees and the Customer are also obligated to maintain confidentiality.

15.1 Liability for Services

The Supplier shall only be liable - for whatever legal reasons - for damages that have not occurred to the delivery item itself:

- a) in case of intent
- b) in the event of gross negligence on the part of the owner/the executive bodies or senior employees
- c) in the event of culpable injury to life, limb or health,
- d) in the case of defects which he has fraudulently concealed
- e) within the scope of a guarantee promise,
- f) in the case of defects in the delivery item, insofar as liability exists under the Product Liability Act for personal injury or property damage to privately used items.

In the event of culpable breach of material contractual obligations, the Supplier shall also be liable in the event of gross and slight negligence, in the latter case limited to reasonably foreseeable damage typical for the contract. Material contractual obligations are obligations the fulfillment of which makes the proper performance of the contract possible in the first place and the observance of which the customer regularly relies on and may rely on.

The liability of claims is limited to the agreed order value.

Consequential damages, e.g. for lost profits, orders, etc., are generally excluded.

The limitation period for liability claims of the customer is 12 months, beginning with the completion of the respective service.

15.2 General Provisions

For all disputes arising from the contractual relationship, the Nuremberg Regional Court shall have exclusive local and subject-matter jurisdiction.

15.3 The contractual relationship shall be governed by the laws of the Federal Republic of Germany. The application of other agreements is excluded.

The General Terms and Conditions of Ro-Line, sections 1 to 12, shall apply further and in addition.

If individual provisions of these terms and conditions are or become invalid, this shall not affect the validity of the remaining provisions. In this case, the contracting parties shall replace the invalid provision with another provision that comes closest to the economic purpose of the omitted provision in a permissible manner.

15.4 In all other respects, the provisions of Sections 7.0 and 12.0 shall remain unaffected.

16 Privacy Policy

Ro-Line collects and uses the personal data of natural persons as well as legal entities exclusively within the framework of the provisions of the General Data Protection Regulation (DSGVO) and the EU-DSGVO.

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