

## § 1 General

1. These General Terms & Conditions regulate the provision of all current and future services of the contractual parties. The following General Terms & Conditions belong to all of the service provider's (Euro-Tender's) and the service recipient's (Customer's) contracts. Euro-Tender solely provides in accordance with the following Terms & Conditions.
2. Euro-Tender can change the services offered and the General Terms & Conditions at any time. On delivery the current Terms & Conditions as known to the Customer are acknowledged.

## § 2 Services

1. The services provided by Euro-Tender include the provision of invitation to tender information, which Euro-Tender principally sends via e-mail and are based on customer search profiles. The Customer can choose between daily and weekly delivery. Weekly delivery is always carried out on Friday or Saturday. For delivery via e-mail there can be up to 5 different e-mail recipient addresses.
2. Unlimited changes to the customer search profile are possible for the duration of the contract.

## § 3 Contract Materialisation

1. The contractual relationship between Euro-Tender and the Customer materialises with the order being placed by the Customer via our order forms or simply writing and the subsequent order confirmation by Euro-Tender.

## § 4 Duration of Contract

1. The contract for the annual subscription is signed for a year with respect to the trial subscription for two weeks. The contract for the semi-annual subscription is signed for 6 months. The trial subscription expires automatically after two weeks. Different durations are possible but are required in writing. In the event of a premature end to the provision prior to the end of the contract the basic fees are charged until the end of the contract duration. Flat rates for subscriptions, which are to be paid in advance, are forfeited, if the contract is terminated prematurely.  
Euro-Tender shall be entitled to terminate the contractual relationship without notice with immediate effect if the data are no longer available.  
Free services from Euro-Tender can be discontinued at any time without prior notice.
2. The contract for the annual subscription automatically extends by a further year if the Customer does not terminate three months prior to the end of the Contract. The contract for the semi-annual subscription automatically extends by 6 months if the Customer does not terminate 6 weeks prior to the end of the Contract. The monthly subscription is extended by another month if it is not canceled two weeks before the end of the month.
3. Terminations have to be communicated in writing. For a timely termination not the date of sending but the date of receipt of the termination notice applies.

## § 5 Prices and Payment Terms

1. For invoicing the current Euro-Tender price lists apply. In the event of price changes the new price list has to be communicated to the Customer at least 10 days prior to becoming effective. On using the tendering information the current prices are acknowledged. The price lists are a component of the Contract.
2. Volume discounts are only granted if all items are calculated according to the price list. Other discounts such as cash discounts are not granted.
3. Bank transfer fees of the banks are principally the responsibility of the Customer. If there are bank transfer fees these will be invoiced separately to the Customer.
4. Principally invoices are sent monthly. The basic fees for annual subscription can be invoiced annually or monthly. If annual invoicing is chosen the basic fees have to be paid in advance and the document prices (prices per tendering document) are then invoiced on a quarterly basis. Total prices for subscriptions are always to be paid in advance. Deviations are possible, however, require the written form. For complaints on invoice items see notice of defects.
5. Euro-Tender reserves the right to desire prepayment or direct debit. Prepayments are not subject to interest. In addition Euro-Tender reserves the right to subcontract or transfer debt collection to contractual partners. The required data for this purpose will be forwarded.

## § 6 Customer Obligations

1. All copyrights are reserved. The Customer is obliged to adhere to the copyrights, registered trademarks, naming rights and other rights of the information provider and ownership rights and only to use the data for his own non-commercial purposes.  
Note: All publicised EU invitations to tender are from the following source: @European Union, <http://ted.europa.eu>.

## § 7 Legal Disclaimer

1. Euro-Tender guarantees data security and data protection to the Customer within the realms of the technical and legal possibilities.  
Euro-Tender is not liable for the accuracy, completeness and legality of the content of the data/invitations to tender or their correct transfer nor damages which are associated with computer viruses. Euro-Tender is especially not liable for lost earnings or other asset damage to the contractual partner.  
The customer is also solely responsible for creating and maintaining the technical requirements and transmission possibilities for a smooth e-mail traffic. If, for example, the customer can not receive our e-mails or are blocked, this is no reason to refuse payment of our services.
2. The above legal disclaimer does not apply if the cause of damage is premeditation or gross negligence.
3. If a contractual obligation is violated due to negligence we are only liable for compensation of predictable damage.
4. The disclaimer against further liability does not apply in the case of initial incapacity or impossibility.
5. Further liability for damages compensation than outlined above is not possible without consideration of the legal nature of the claim if it is not a liability arising from unauthorised activities or producer liability.
6. Euro-Tender accepts no liability for access possibilities if these relate to connections and public networks etc., which are the responsibility of Telekom, other network operators and telecommunication providers and qualified Internet service providers.
7. Euro-Tender accepts no liability for content, data transfer speed, network downtime, usage limitations and unauthorised third party access.
8. The content of our web pages was generated with great care. However we cannot guarantee the accuracy, completeness and current nature of the content. As service provider we assume responsibility for own content on these pages in accordance with § 6 para.1 MDStV

(Electronic Publishing Legislation) and § 8 para.1 TDG (Teleservices Legislation) according to general legislation. However service providers are not obliged to monitor the transferred or stored third party information or to research circumstances which indicate illegal activities. The obligation to remove or block usage of information in accordance with general legislation is not affected. A liability in this regard is however only possible from the point in time at which an actual breach becomes known. In the event that the corresponding violations become known this content will be immediately removed.

9. The offering contains links to external third party web site, where we have no influence over the content. For this reason we cannot guarantee the content. The operators of these web sites are responsible for the content of the linked sites. The linked sites were checked for possible violations at the point in time at which the links were set up. Illegal content was not visible at the time that the links were created. A permanent content check of the linked pages is however not reasonable without actual indications of a violation. In the event that the violation is recognised the links are removed immediately.
10. Euro-Tender makes all efforts to respect the copyrights of others and to use works which are their own or without a licence requirement. The content created by the website provider and the work on these sites are subject to German copyright law. Third party contributions have to be marked as such. Copying, processing, dissemination and any kind of use outside the limitations of copyrights require written approval by the author or creator. Downloads and copies of these pages are only allowed for private non-commercial use.
11. The use of published contact data within the framework of the imprint obligation by third parties for the dissemination of non-solicited advertising and information material is herewith expressly forbidden. The operators of the sites explicitly reserve the right to take legal action in the event of undesired dissemination of advertising information, for example via spam mails.
12. Eurotender receives the EU tenders from the EUR-OP in Luxembourg. Eurotender therefore accepts no liability for data access and format of the data, as this alone EUR-OP decides and thus Eurotender has no influence. In particular, changes in the format of the submitted tender documents for damages are excluded. If, for example, there are no access options to the data due to changes, claims for damages are excluded.

#### **§ 8 Notice of Defects**

1. The selected invitation to tender documents have to be checked immediately by the Customer after being sent by Euro-Tender and to communicate any notice of defects and deficits or issues to Euro-Tender in writing.
2. In the event that such a defect/error is discovered later, the defect must be communicated immediately following the discovery. Otherwise the service is considered to be approved even in the light of such a defect.
3. Complaints relating to invoices have to be made in writing at the latest 2 weeks after receipt of the invoice.
4. If the buyer fails to inform the service provider immediately the service and the invoice are considered approved, unless it relates to an error or defect which could not be recognised at the check.
5. The timely sending of the notice suffices to sustain the rights of the Customer.

#### **§ 9 Law and Legal Domicile**

1. Solely German law applies to this Contract. For disputes relating to the use of the transferred data the law of the copyright owner's location applies.
2. The legal domicile is the location of Euro-Tender, if the contractual parties are commercial entities, legal persons or public special assets.

#### **§10 Changes and Ineffectiveness of Clauses**

1. Deviations or additions to the contracts based on the General Terms & Conditions and the General Terms & Conditions only then apply if they are confirmed in writing by Euro-Tender. This also applies for changes to this clause.
2. In the event that individual clauses within this Contract are or become ineffective, the effectiveness of the remaining terms is not affected. The ineffective term has to be replaced by an effective term which is as near as possible to the economic purpose of the contractual parties.

**Status: 01.01.2024**

**Contractual partner: Euro-Tender Informationsdienst e.K.**

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