

Terms of Contract

The German Australian Chamber of Industry and Commerce (GACIC) kindly thanks you for your order and offers its services to you (the “Client”), subject to the following provisions.

1. Terms of Contract and Payment

1.1. By signing the offer the Client accepts the terms outlined below and enters into a contract with GACIC (the “Contract”). Acceptance may also be made in text form, in particular by email or digital signature. The offer remains valid and legally binding for four weeks from its date of issue.

1.2. GACIC will begin executing the order upon receipt of a transfer of 50% of the total amount for the modules ordered after acceptance of this offer. The remaining amount is due within 14 days of concluding the project. If only the address research (module 1 of the business partner search) or a short research (up to one day of work) is commissioned, the total amount will be invoiced upon order placement, and the research results will be made available promptly after receiving payment. In the case of ongoing services in the form of business representation, invoicing is based on agreement (monthly, quarterly, or half-yearly).

1.3. GACIC will provide the Client with a tax invoice for the services described in the offer.

1.4. All costs to be paid by the client must be announced by GACIC prior to utilization.

1.5. Should the Client terminate the Contract prior to the completion of the project as a result of circumstances for which GACIC is not responsible, GACIC is entitled to full compensation for services already rendered, confirmed benefits, and costs incurred on the Client’s behalf. Any previously agreed expenses which have not yet been incurred, will not be charged. Any expenses saved shall be taken into account. If necessary, travel costs and other unforeseen fees will be discussed with the Client before they are incurred. All costs for postage, telephone, and other office communication are included in the fee.

1.6. Upon expiry of the specified payment period, the Client shall be deemed in default without the need for any further reminder.

2. Confidentiality

2.1. Both parties agree to treat information disclosed during this project as confidential for a period of 24 months. Confidential information includes all non-public business, technical, or financial information disclosed in connection with this agreement, regardless of its form, provided such information is marked as confidential or its confidential nature is reasonably apparent from the circumstances of disclosure. Any premature disclosure or access to third parties is only permitted with the prior written consent of the other Party. This restriction does not apply to the disclosure of information necessary for the fulfillment of the Contract.

2.2. If confidential information has been disclosed in accordance with the requirements of regulatory authorities or pursuant to a court order or subpoena, the parties must immediately inform each other accordingly.

3. Obligations and Liability of GACIC

3.1. GACIC is only obliged to carry out the activities specified in the service description. The liability of the AHK for damages—regardless of the legal basis—is limited, in cases of slightly negligent breaches of material contractual obligations, to the typical and foreseeable damage, but in any event to no more than the fee specified in the offer. Material contractual obligations are those whose fulfillment is essential to the proper execution of the contract and on whose compliance the Client may regularly rely. In the event of slightly negligent breaches of non-material contractual obligations, liability is excluded. Liability for damages resulting from injury to life, body, or health, as well as for damages caused by intentional or grossly negligent breaches of duty by the AHK or its legal representatives or agents, remains unaffected.

3.2. GACIC does not guarantee a successful outcome. GACIC will inform the Client regularly of its activities and the progress of the project in general, and deliver all project data upon completion of the Contract.

4. Subsequent Amendments

4.1. No ancillary agreements have been made.

4.2. Amendments and additions to this Agreement must be made in text form in order to be valid. This requirement does not apply to individually negotiated agreements, which may be validly concluded without formal requirements.

4.3. If the scope or objectives of the project change during its course, GACIC will communicate the resulting changes in project duration, costs, etc. to allow the parties to agree on a new service agreement in writing.

5. Data Protection

5.1. Either Party promises that the personal data provided to the other Party complies with the requirements of current relevant laws and regulations or has obtained the consent of relevant individuals to allow the other Party to use it. Otherwise, all responsibilities arising therefrom shall be borne by this Party.

5.2. Either Party shall take sufficient technical means and measures to protect the security of personal data obtained from the other Party and use it only within the scope authorized by the other Party. At the same time, in case of leakage, damage, or loss of relevant personal data, either Party shall take remedial measures immediately. At the same time, either Party shall notify the other Party in a timely manner and notify the corresponding individuals and relevant competent departments in accordance with the requirements of relevant laws and regulations.

5.3. GACIC will protect and use the personal data obtained from the Client in accordance with the requirements of current relevant laws and regulations, as well as the Privacy Policy as published at <https://australien.ahk.de/en/data-protection>. The Client agrees to provide personal data to GACIC for the purpose of performing this Contract and is aware of its rights and obligations.

6. Applicable Laws and Jurisdiction

All claims arising out of the Contract shall be governed solely by the laws of the Federal Republic of Germany. The applicable jurisdiction for all legal disputes arising in connection with the Contract shall be vested in the courts of Berlin. The contractual language is German.

7. Validity of the Contract

If any provisions herein are or become invalid, the remainder of the Contract shall remain unaffected. In place of the invalid provision, the statutory regulation shall apply to the extent legally permissible. The same shall apply in the event of an unintended gap in the agreement.

8. Other Terms

8.1. If a force majeure event significantly hinders or prevents the timely delivery of an agreed contractual obligation, the affected party shall retain the right to delay the performance of its obligations for a suitable period of time. Force majeure shall also be deemed to include natural disasters, strikes, and similar circumstances so long as they are unforeseeable, severe and do not occur through any fault of the party itself. If such circumstances arise, the parties must immediately inform each other accordingly.

8.2. If the results of GACIC's activity under the Contract are protected by copyright, the client shall not be granted any rights of use to them. Thus, publication or distribution of the information compiled by GACIC to parties other than those named in the Contract without prior written approval of GACIC is prohibited.