

General Terms and Conditions for the Electronic Accounting System (AGB-EAV)

1. Performance offer

By participating in the electronic accounting system, the client shall receive invoices through electronic transmission sent to the e-mail address he has indicated. The client in this case waives the posting of invoices in paper form. The client has no claim to electronic accounting. The contractor is not obliged to send invoices electronically and reserves the right to send paper invoices by post.

2. Invoicing and delivery of the invoice:

Invoices may be sent by post or by e-mail at the Contractor's discretion. Electronic invoices shall be sent to the Principal by e-mail in PDF format to the e-mail address provided. At the express request of the Principal, invoices shall be sent by post. The Principal is obliged to inform the Contractor of the currently valid contract, invoice and e-mail address. The Contractor may validly send the Principal information relevant to the contract (e.g. invoices, reminders or amendments to the General Terms and Conditions, etc.) by post or to the last e-mail address provided by the Principal or via other electronic communication channels.

The client as addressee must ensure that all electronic transmissions of invoices by e-mail can be correctly delivered to the e-mail address announced by the client and to adjust any technical installations, such as a filter programme or firewall, accordingly. Any automatic electronic reply notices (e.g. notices of absence) must not hinder valid deliveries.

3. E-mail address

The client must report any change in his e-mail address to which the invoice is to be sent without delay, in writing and with legal effect. The client is responsible for any advantages arising from the failure to report such a change on time or caused by incomplete information. Messages with invoices sent to the last e-mail address announced by the client shall be considered duly delivered to the client if the client did not duly report any change in his e-mail address or such a report was incomplete or incorrect.

4. Documentation of the service provision

The Contractor may use electronic means to confirm the provision of the service. These means are used to document the printed name of the Principal in conjunction with the digitised or electronic signature. The documentation of the service provision can also be done by another contactless or signature-free method (e.g. GPS coordinates).

Security

The contractor is not liable for damage arising from the risk associated with electronic transmission of the invoice by e-mail that may be higher compared to that of a postal delivery. The client alone bears the increased risk of access by some unauthorised third party resulting from the invoice being saved electronically.

6. Cancellation/rescission

The client can rescind his participation in the electronic accounting system at any time. After the contractor has received and processed the written cancellation, the client will in future receive all invoices by postal delivery to the last postal address reported to the contractor.

7. General Terms and Conditions

In addition to these General Terms and Conditions for the Electronic Accounting System (AGB-EAV), the contractor's General Terms and Conditions in the relevant valid version shall also apply.

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