

Zebtec Foundation



# Zebtec – Basic Contract for Advice and Services



The basic contract for those who love the small print. If you want to agree more, it could be more expensive.

Version: 2021-01-02



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## 1. Who are the contract partner?

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A simple contract, applies to binding orders and payment secured after payment or bank guarantee,

**between**

The ordering client and debtor

- hereinafter referred to as „*Client*“ -

**and**

in each invoice stated partner from  
Zebtec Foundation  
7 Fountainstreet  
6529 George  
South Africa

- hereinafter referred to as „*Contractor*“ -

## 2. Object of the contract and duration?

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1. The subject matter of the contract results from each targeted service package selection. The subject is defined in §3. Additions or deviations can be agreed jointly and in writing by both parties or are deemed rejected.

2. The duration results from the order confirmation. External circumstances can temporarily limit the duration.

## 3. What are services of the contractor?

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1. The contractor organizes or provides advice as a service contract (exemplary according to §611 BGB). Personal or as a work contract is not offered.

2. **"Performance description as PDF"**

This PDF is included with every targeted service package selection as part of the contract. Scope and content are described as an extract and do not represent the full scope.



#### 4. How is work design decided?

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1. The client can inquire about the progress of the ordered service. The contractor usually provides a digital platform or information by email without being asked.
2. The contractor is free to design his work, working hours and place of work, taking into account the interests of the client as far as possible.
3. Execution takes place in the order of incoming order volumes.
4. Deviations from the place of work require travel packages and the client must observe the following part of the contract:



***"Guidelines for the provision of work equipment & work environment"***  
The guide can be found as a PDF document in the service package.

#### 5. What are obligations of the client?

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The client undertakes to provide the data and documents of his project required for processing in full at the start of the contract. If the client deviates from his wishes and the provision, expectations, results and time frames can be affected. Cost minimization, free revision or free rectifications of defects are not automatically available for the client in such cases.

#### 6. What are obligations of the contractor?

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The contractor undertakes:

- a) To take existing, generally recognized rules, the state of the art, legal and official regulations and laws into account in the service.
- b) Consider client interests.
- c) Taxing his Corporate profits independently.
- d) Commissioning third parties or persons, the contractor is responsible for their own activities.

## **7. What is to be remunerated?**

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Service packages have flat-rate daily rates. Travel packages or additional offers contain required and other prices for allowances. The contractor calculates services VAT-free, according to the reverse charge procedure, provided that it has been commissioned by a foreign company. Natural hedging of currency risks can cause the contractor to change the invoice or purchase currency.

## **8. How is an invoice issued?**

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Invoices are sent as PDF to the customer's email address given when ordering. Paper invoices are not required.

## **9. When is an invoice due?**

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The contractor can choose factoring and commission a service provider.

The invoice due date corresponds to the invoice date.

If the client wants longer payment terms for invoices, the client has to provide a bank guarantee as security at his own expense. Interest on arrears or the adjustment of guarantees may apply in the event of late payment or currency risks. The guarantee must have sufficient scope and cover and be able to provide the aforementioned.

## **10. Can a payment be refunded?**

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If start, alternative or replacement services and dates are not available, we will of course reimburse the client. To make amends, we consider solutions.

## **11. What rights of use are placed?**

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With this contract, the contractor agrees to grant the client the right to use the space, time and content that is unlimited for any copyrighted services.

## **12. How confidentiality obliged?**

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The contractor is obliged to maintain silence about all information that becomes known to him in connection with his work for the client, regardless of whether it is the client himself or his business relationships, unless the client relieves him of his duty of confidentiality.

### **13. What data protection is standard?**

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The contractor undertakes to maintain secrecy about personal data obtained in the course of his work and to at least comply with the requirements of the higher Data Protection Act than in Europe.

### **14. What is the competition clause?**

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The contractor is free to work for other clients and to group orders according to a sequence of orders.

### **15. Which warranty is warranted?**

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1. The contractor is liable to the client in accordance with the respective provisions in the Civil Code: Services, free of material and legal defects.
2. The contractor maintains his own advisor-liability insurance and provides proof of this if necessary, after it has been ordered and paid by the client.

### **16. How can the contract being canceled?**

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Ordinary termination, contrary to the provisions of the German Civil Code, contracting parties can give two weeks' notice in writing at the end of the month.

Extraordinary termination, the extraordinary termination for an important reason (for example, according to §626 BGB) is equally possible for both contracting parties and without reason.

The regulations on termination with compensation in the event of trust (for example, according to §627 BGB) should expressly not apply.

### **17. How can this contract have changes?**

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Changes to the contract are only legally effective if both contracting parties obtain one written and signed agreement on the change. In addition, the regulations (for example, the German BGB) on the service contract apply, taking into account the agreements made here. Including of external contracts makes payment mandatory in advance.

Rules (like for instance the German BGB) finds including accordingly to the BGB.



## **18. Needs the contract to be signed?**

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This contract does not need any signature.

If the client includes his own contracts, this contract continues to be the basis and all pages and the mentioned attachments are to be initialed and signed by the client

Objections to this contract as a basis make the client's inclusion invalid.

## **19. The severability clause**

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1. Should individual provisions of this contract be or become ineffective in whole or in part, the effectiveness of the remaining provisions remains unaffected. In this case, the contractual partners will replace the invalid provision with another that comes as close as possible to the economic purpose of the omitted regulation.

Jurisdiction is: George, South Africa

2. Alternative jurisdictions in Germany can be agreed if the client pays the contractor's costs in advance.