



General Terms and Conditions
of
NEAR-WING Solutions
Dipl. Ing. Raimund Nirwing
for Engineering and Consulting Services

01.07.2026

1. **Scope of Application**

These General Terms and Conditions apply to all contracts between the contractor and its clients for engineering, consulting, and planning services.

If the contracting party wishes to base the contract on other terms and conditions, such terms shall only apply if their validity has been expressly confirmed by us in writing.

2. **Subject Matter of the Contract**

The scope and content of our written offer, order confirmation, or contract shall be exclusively decisive for the services.

Any deviations from this require express written confirmation.

3. **Client's Duties of Cooperation**

The client shall provide all documents, information, and access necessary for the performance of the services in a timely and complete manner.

Delays caused by a lack of cooperation shall extend agreed deadlines accordingly.

4. **Remuneration**

Remuneration is based on the offer or on an agreed hourly or daily rate.

Payment terms are based on the supplier's proposals and any special agreements made in individual cases. Payments made to an account specified by us shall always have a discharging effect.

Unless otherwise agreed, invoices are payable within 14 days from the invoice date without deduction.

Travel expenses, accommodation costs, and other necessary expenses shall be charged separately unless otherwise agreed.

5. **Deadlines**

Agreed deadlines shall only be binding if they have been expressly confirmed in writing.

Force majeure and unforeseen events entitle the contractor to a reasonable extension of the performance period.

6. **Acceptance**

Where acceptance of the service is required, it must take place within ten working days after completion. If no substantial objections are raised within this period or if the service is used, it shall be deemed accepted.



7. **Copyright and Usage Rights**

All designs, calculations, reports, drawings, and other work results remain protected by copyright.

Upon full payment, the client receives a simple (non-exclusive) right of use for the agreed contractual purpose.

Any transfer or repeated use requires the written consent of the contractor.

8. **Confidentiality**

Both contracting parties undertake to keep all confidential information obtained in the course of the cooperation secret.

9. **Termination**

Termination must be made in writing. Services already rendered shall be remunerated according to the level of completion.

10. **Data Protection**

Personal data shall be processed exclusively in accordance with applicable data protection regulations.

11. **Liability**

The contractor is liable for intent and gross negligence in accordance with statutory provisions.

In cases of simple negligence, the contractor is only liable for breaches of essential contractual obligations and is limited to the foreseeable damage typical for this type of contract.

Liability for indirect damage, loss of profit, or consequential damage is excluded to the extent permitted by law.

These limitations of liability do not apply to damages resulting from injury to life, body, or health, or in cases of mandatory statutory liability.

12. **Final Provisions**

The law of the Federal Republic of Germany shall apply.

If the client is a merchant, a legal entity under public law, or a special fund under public law, the place of jurisdiction shall be the contractor's registered office.

Should any provision of these General Terms and Conditions be or become invalid, the validity of the remaining provisions shall remain unaffected.

Place of performance and jurisdiction is Limburg an der Lahn.