

General terms and conditions of the mandate

1. Scope of the mandate

The subject of the contract is the agreed performance, a legal or economic success is not owed. The lawyer may consult employees, but also other lawyers, for the processing of the mandate. If the client has taken out a legal expenses insurance policy and the lawyer carries out the correspondence and invoicing directly with it, this is a separate matter which is to be paid separately by the client.

2. Obligations of the client

The client shall fully and comprehensively inform the lawyer of the facts of the case and shall provide the lawyer with all necessary and relevant information in good time to process the case. In particular, the client shall notify any change of address during the term of office.

3. Remuneration

- In principle, the mandate is accounted for in accordance with the provisions of the Law on the Remuneration of Attorneys. In deviation from this, a remuneration agreement can be concluded, also for photocopy costs, flat-rate expenses, business and travel expenses as well as research costs.
- In judicial matters, the lawyer may not agree on a lower remuneration than the statutory remuneration. In extrajudicial matters, the lawyer may agree flat-rate fees and time allowances which are lower than the statutory fees.
- If a remuneration agreement was not or not effectively concluded in an individual case, the lawyer's remuneration shall be determined in accordance with the Law on the Remuneration of Attorneys.
- Accounting in accordance with the Law on the Remuneration of Attorneys is based on the value of the mandate, provided that no framework fees apply.
- The lawyer is entitled to offset incoming reimbursement amounts and other payments due to the client, which he receives, against outstanding fee claims or services still to be invoiced after corresponding invoicing, insofar as such offsetting is legally permissible.

4. Payments

The lawyer's fee claims are due immediately upon invoicing and are payable without deductions. This also applies to advance invoices. Offsetting against the lawyer's claims is only permissible with undisputed and legally established claims.

5. Limitation of liability

The lawyer's liability under the contractual relationship existing between him and the client for compensation for damage caused by simple negligence is hereby limited to € 1,000,000.00. The limitation of liability shall not apply if the damage has been caused by gross negligence or wilful misconduct, nor for culpably caused damage due to injury to life, limb or health of a person. The client has been informed of the possibility of supplementary individual insurance and of the costs to be borne by him for this.

6. Final clause

Should any of these provisions be or become incomplete, invalid or unenforceable, this shall not affect the validity of the remaining provisions. Instead of the ineffective or unenforceable provision or to fill the gap that has arisen as a result, an appropriate provision shall be deemed agreed that comes closest to what the contracting parties would have wanted within the framework of the legally permissible provision.

Offenbach, the

(signature)