

+++ This is an automatic translation of the binding General Terms and Conditions in German. [Download them here.](#) +++

General Terms and Conditions of PiNCAMP GmbH for the Delivery of Data Reports to Commercial End Customers

1. Scope of application

1.1 The contractual offer of PiNCAMP GmbH, Hansastrasse 19, 80686 Munich (hereinafter referred to as "PG") is exclusively directed at commercial customers (entrepreneurs according to § 14 BGB); consumers according to § 13 BGB are excluded from the offer.

1.2 These General Terms and Conditions of PG (hereinafter referred to as "GTC") shall apply exclusively. PG does not recognise conflicting or deviating general terms and conditions of third parties unless it expressly agrees to their validity in writing. 1.3 The contractual language is German. Translations of these General Terms and Conditions in other languages are solely for the purpose of better understanding.

2. Subject matter of the contract and conclusion of the contract

2.1 The offers on this page do not represent legally binding offers aimed at concluding a purchase contract. Only the order placed by the customer (by telephone, e-mail or online) constitutes such an offer. The contract is not concluded until our declaration of acceptance or until we send the corresponding invoice. As a rule, we accept the customer's offer within two to three working days of receipt.

2.2 After conclusion of the contract, PG will prepare an individual analytics report for the contract partner's campsite by the end of the current year at the latest, which will contain information relating to the ADAC classification as well as possible improvement potential and methods based on this. The contracting party shall receive one (1) digital copy (in PDF format) of the completed report to the e-mail address provided when placing the order.

3. Terms of payment and delivery

3.1 The client shall pay for the ordered product in advance within the period specified in the invoice.

3.2 PG shall not start creating the individual Analytics Report until payment has been received in full.

3.3 The completed report will be sent to the contracting party by e-mail by the end of the current year at the latest.

4. Granting of rights

4.1 The contractual partner shall be granted a simple, non-transferable right of use to the report for an unlimited period of time. Reproductions are only permitted for the contracting party's own internal use (e.g. to create a backup copy). PG reserves all other rights of use and exploitation.

4.2 Insofar as the contractual partner uses the data provided to it by us beyond the rights granted in accordance with clause 4.1, it shall be obliged to pay a contractual penalty in the amount of ten times the remuneration incurred for the delivery in the event of a culpable breach. The contractual penalty shall also be incurred in full if only individual data sets are used beyond the agreed use. The claim for a contractual penalty does not exclude the assertion of further damages; contractual penalties already paid shall be credited against the damages.

5. Confidentiality

5.1 The information contained in the reports is confidential, non-public information which must be kept secret by the contractual partner and may not be made accessible to third parties. This applies in particular to information on the ADAC classification, its factors and their weighting in relation to each other, as well as information on the methodology and on possible measures and areas which may have an influence on the classification. This obligation exists for a period of five (5) years from dispatch.

5.2 Excluded from this obligation is such confidential information,

(a) which is proven to have already been known to the contracting party at the time of conclusion of the contract or to have been disclosed thereafter by a third party without breach of a confidentiality obligation;

(b) which is or becomes generally known without breach of this confidentiality obligation; or

(c) which are required to be disclosed by law or by order of a court or public authority. To the extent permissible and possible, the contracting party obliged to disclose shall notify PG in advance and give PG the opportunity to take action against the disclosure.



The camping company of
  

5.3 For each case of a culpable breach of the confidentiality obligations, payment of a contractual penalty to be determined by PG at its reasonable discretion, to be reviewed by the competent court in the event of a dispute, shall be agreed. Multiple breaches shall be deemed to be multiple instances of breach and shall trigger the contractual penalty in each case. Any further claims for damages on the part of PG shall remain unaffected. The contractual penalty shall be offset against possible claims for damages.

5.4 The statutory confidentiality obligations, in particular those of the GeschGehG, remain unaffected.

6. Warranty

6.1 The contractual report contains information relating to the ADAC classification as well as indications as to the areas in which it may be possible to influence the classification. However, we have no influence whatsoever on whether measures in these areas or other measures mentioned in the report actually have a (positive) effect on a future classification and therefore assume no warranty or liability for this.

6.2 If the contracting party is a merchant within the meaning of the German Commercial Code (HGB), it shall be obliged to examine the report immediately and with due care and to notify us of any obvious defects within seven days. In the event of a breach of the duty to inspect and give notice of defects, the assertion of warranty claims shall be excluded. Otherwise, the warranty period shall be one year from delivery.

6.3 We shall remedy any defects at our discretion by repair or replacement (subsequent performance). If the subsequent performance fails twice, the contracting party may, at its option, demand a reduction in price or withdraw from the contract.

7. Liability

7.1 ACG shall only be liable - irrespective of the legal grounds - in the event of intent and gross negligence on the part of a legal representative, a senior employee or other vicarious agent. It shall be liable on the merits in the event of any culpable, even slightly negligent breach of an obligation, the fulfilment of which is a prerequisite for the proper performance of the contract and the observance of which the contractual partner may regularly rely on (so-called cardinal obligation), in the event of default and in the event of impossibility, whereby liability in the event of financial loss and damage to property shall be limited to the amount of the typically foreseeable damage.

7.2 The aforementioned limitations of liability shall not apply in cases of mandatory statutory liability, in particular under the Product Liability Act, in the event of the assumption of a guarantee and in the event of culpable injury to life, limb and health.

8. Final provisions

8.1 The contract and the entire legal relationship between the parties shall be governed solely by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

8.2 If the contractual partner is a merchant, a legal entity under public law or a special fund under public law or if it has no general place of jurisdiction in the Federal Republic of Germany, the exclusive place of jurisdiction for all claims and disputes arising from the contractual relationship shall be the registered office of PG; however, we shall also be entitled to pursue our rights at the contractual partner's place of jurisdiction.

8.3 Should one or more provisions of these GTC be or become invalid, this shall not affect the validity of the remaining provisions.

Status: May 2023