

MÜLLER'S BÜRO

Kfz - SACHVERSTÄNDIGER

Pfingstweide 5a 04179 Leipzig

Vertragspartner der GFU AG E-Mail: kontakt@kfz-muellers-buero.de
Homepage: www.kfz-muellers-buero.de

Tel.: 0177/2440218
Fax.: 0341/4426799
Tel.priv.: 0341/4410732

Terms and conditions, valid for: Müller's Büro Independent vehicle appraiser

Scope of application

All contracts for assessment reports after an accident, vehicle evaluation or securing evidence of accident traces are exclusively subjected to these terms and conditions. Deviant terms and conditions are only valid if agreed upon in writing by Müller's Büro Independent vehicle appraiser.

Assignment placement

The assignment which will be a work contract is to be signed in the office premises of Müller's Büro Independent vehicle appraiser. An Assignment placed at a workshop or at the clients is to be signed in written as well. The same goes for online assignments, which are placed via the contact form on Müller's Büro freelance Automotive Expert website. According to the legal regulation, all assignments which are not placed in the office premises of Müller's Büro freelance Automotive Expert can be retracted within 14 days without reasoning. The retraction period is 14 days starting from the day the assignment was signed. To exert this right you have to inform us (Müller's Büro Independent vehicle appraiser, Pfingstweide 5a in 04179 Leipzig, Mobile: +49 177 2440218, Fax: +49 341 4426799, E-mail: kontakt@kfz-muellers-buero.de) of your decision to revoke this contract. You can for example do so via mail sent letter, Telefax or E-mail. You may also use the example form which is placed in the confirmation package. To ensure the compliance of the retraction it needs to be done within the 14 days period. The client can also demand an immediate start if they mark and sign it on the retraction policy. The client is obligated to make correct statements regarding the ownership, previous damages as far as known, previous owners if any, and any modifications which deviate from the standard protocol in order to ensure an objective expert report / evaluation for the Client.

Data protection

The european general data protection regulation (GDPR) demands companies to provide extensive information on how they handle personal data. This information is extensively deposited on the website of Müller's Büro Independent vehicle appraiser, [which you can view here](#).

If the client wishes to share the report with their commissioned workshop, commissioned lawyer or Insurance for the purpose of damage settlement, they need to consent to sharing this personal data in context with the expert report. The client can anytime revoke this agreement.

Terms of payment

The expert fee is to be paid within the due date in cash or bank transfer. A payment by bank transfer needs to refer to the invoice/ report number. Müller's Büro freelance Automotive Expert offers their clients The possibility to sign an act of transfer. We can then use this act of transfer to make claims of the expertise costs to the claimant directly. This act of transfer does not affect my claims from the expert contract. Müller's Büro Independent vehicle appraiser can make claims against the client, if the insurance only pays half or none of the fee. Should the insurance company not settle within 30 days, the client is inclined to make payment within 7 days. After an unsuccessful exhortation we will without announcing, file a law suit.

MÜLLER'S BÜRO

Kfz - SACHVERSTÄNDIGER

Pfingstweide 5a 04179 Leipzig

Vertragspartner der GFU AG E-Mail: kontakt@kfz-muellers-buero.de
Homepage: www.kfz-muellers-buero.de

Tel.: 0177/2440218
Fax.: 0341/4426799
Tel.priv.: 0341/4410732

Expert honorarium

The fee for a finished assignment will be calculated according to the current fee table provided by the BVSK, which can be viewed on the website of Müller's Büro Independent vehicle appraiser. The Honorarium is calculated according to the amount of damage net plus impairment, if this has been declared. The column HB IV of the fee table is authoritative. Deviating from this a special work contract according to the hourly rate can be signed. By assignments for the public hand, for the court the honorarium will be assimilated according to the current judicial remuneration and compensation law (JVEG). Follow up order by the clients for a third party, for example for an audit, comparisons, plausibility check and professional opinion, will cost 100,00EUR net per hour , plus drive costs.

Copyright protection

Müller's Büro Independent vehicle appraiser will retain the copyright of their work, as far as you are legible for the copyright law. The client is only allowed to use the expert report with all its offsets, calculations and other singularities for the intended use which has been determined by the contract. Publication of the report is only permitted when both parties have agreed upon, duplications are also only permitted for probable cause.

Liability

Müller's Büro Independent vehicle appraiser is obliged to fulfil the assignment to its best possible knowledge and conscience. Provided within a month after receiving the expert report no touch ups are requested, liability will be finished. Liability including consequential damages and liability towards third parties, provided no life, body or health has been violated, will be limited to intend and gross negligence. Claims for damages which are not listed under the short limitation period of paragraph 638 BGB, expire after 3 years. The limitation period begins once the expert report has reached the client.

Applicable law

For these terms and conditions and the entire legal relationship between Müller's Büro Independent vehicle appraiser and client the law of Federal Republic of Germany is applicable.

Jurisdiction/ Final Clause

The jurisdiction for the clients is in Leipzig/ Saxony, no matter where the order was placed. Should an agreement be or become invalid, this shall not affect the validity of all other provisions or agreements.

Disclaimer: This is a translation, a service provided by the website owner, however only the original in german language is legally binding.

