PLANT CHECK · FIXED PRICE EUR 10,000

Terms and Conditions

What you get, what it costs and how we work together.

At a glance

- Fixed price EUR 10,000 plus VAT and travel expenses
- 50 % advance payment with the order confirmation, 50 % after handover of the action plan
- 3 days on site, written action plan, final meeting
- Complete the questionnaire in advance – so the work does not start from scratch
- Independent, confidential, no long-term contract

This is a translation; in case of doubt or discrepancy, the German version of these terms shall prevail.

1. Scope

(1) These terms apply to the "Plant Check" consulting package offered by Hans-Jörg Ronsdorf, Ronsdorf Consulting (hereinafter the "consultant"). Deviating terms of the client shall apply only if the consultant agrees to them in writing.

(2) The offer is directed exclusively at entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB).

2. Scope of services

(1) Preparation based on the completed questionnaire and the documents provided.

(2) Three days on site: survey and analysis of the coating line, interviews with employees, evaluation of the data.

(3) Written action plan with priorities, rough costs and savings potential in euros. Delivery within three weeks of the on-site visit.

(4) Final meeting with the management, on site or by video.

(5) Services beyond this – such as additional days on site, reviews of quotations or support during implementation – are provided by the consultant on the basis of a separate quotation.

3. Price

(1) The Plant Check costs a flat EUR 10,000 (fixed price) plus statutory VAT.

(2) Travel expenses are not included in the fixed price and are invoiced separately (see clause 4).

4. Travel expenses

(1) Journeys by private car: EUR 0.50 per kilometre driven from Sulzberg.

(2) Rail (1st class) and air travel (business class) at cost against receipts.

(3) Accommodation at cost against receipts in a mid-range hotel near the client.

(4) Additional subsistence expenses according to the applicable German tax flat rates.

(5) Travel time within Germany, Austria and Switzerland is included in the fixed price. For assignments in other countries, travel time and travel expenses will be agreed separately in advance.

5. Order and date

(1) The contract is concluded upon the consultant's written order confirmation. E-mail is sufficient.

(2) The date of the on-site visit is agreed jointly. It is firmly reserved as soon as the advance payment has been received.

6. Terms of payment

(1) 50 % of the fixed price is invoiced as an advance payment together with the order confirmation. It is payable without deduction upon invoicing.

(2) The remaining 50 % and the travel expenses are invoiced after handover of the action plan. They are payable immediately without deduction.

(3) The client receives invoices electronically.

(4) In the event of late payment, the statutory provisions apply.

7. Cooperation of the client

(1) The client shall send the completed questionnaire and the available documents no later than 5 working days before the on-site visit.

(2) The client shall ensure that the line is in operation during the visit and that a responsible contact person and the employees concerned are available.

(3) The client shall grant access to the line, data and documents and shall instruct the consultant in the site safety rules.

(4) Delays caused by a lack of cooperation shall not be borne by the consultant. Any additional work resulting from this may be invoiced separately.

8. Postponement and cancellation

(1) The on-site visit may be postponed once free of charge if the postponement is notified no later than 10 working days in advance.

(2) If the client cancels up to 15 working days before the date, the consultant will charge 20 % of the fixed price. In the event of later cancellation, 50 % of the fixed price becomes due; this will be offset against the advance payment.

(3) In both cases, the client bears any travel expenses already incurred that cannot be refunded.

(4) If the consultant is unable to attend the visit for good cause (e.g. illness), a new date will be agreed. No further claims shall exist.

9. Results and rights of use

(1) The action plan is intended for the client's internal business use. The client receives a non-exclusive right of use, unlimited in time.

(2) Disclosure to third parties – except to suppliers commissioned with the implementation – requires the consent of the consultant.

10. Confidentiality

Both parties shall treat all information that becomes known to them in the course of the assignment as confidential – also after the end of the assignment. On request, a separate non-disclosure agreement will be concluded.

11. Advice, independence and liability

(1) The consultant advises independently of plant manufacturers and suppliers. The consultant owes careful advice in line with the state of the art, but no specific economic result. The decision on measures and their implementation rests with the client.

(2) The advice does not replace legal advice, an official inspection or an emission measurement.

(3) The consultant shall be liable without limitation for intent and gross negligence and for injury to life, body or health. In the event of a slightly negligent breach of material contractual obligations, liability is limited to the foreseeable damage typical for the contract, at most to the order value. Otherwise, liability for slight negligence is excluded.

12. Final provisions

(1) German law applies. To the extent permitted by law, the place of jurisdiction is Kempten (Allgäu), Germany.

(2) Amendments and additions must be made in text form (e.g. e-mail).

(3) Should any provision be invalid, the validity of the remaining provisions shall remain unaffected.

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Status: October 2026