

MÜLLER'S BÜRO

Kfz - SACHVERSTÄNDIGER

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

Pfingstweide 5a / 04179 Leipzig

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 for end users within 14 days for end users 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.

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 necessary reviews, for example for an audit, comparisons, plausibility check and professional opinion, will cost 100,00EUR net per hour , plus drive and picture 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.

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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.

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.

Terms of use of the internet presence of Müller's office of independent motor vehicle experts

Warranty

Müller's office of free motor vehicle experts provides the information, opinions and statements without any guarantee. Furthermore, Müller's Büro Freier Kfz-Sachverständiger assumes no responsibility and gives no guarantee that functions on the website will function uninterruptedly or are error-free, that errors will be corrected or that the website or the respective web server is free of viruses or harmful components.

Liability

Müller's Büro Independent vehicle appraiser excludes any and all liability for loss and damage of any kind (direct and indirect consequential damage) that may result from accessing the website or from links to third-party websites. Furthermore, we reject any liability resulting from the manipulation of the Internet user's IT system by unauthorized persons. We take this opportunity to remind computer users of a possible virus infection of the system, as well as attacks by hackers. Accordingly, protect your system with suitable measures such as anti-virus programs and firewalls as well as regular updates of such, the operating system and Internet browser. You should generally avoid opening e-mails of unknown origin and unexpected attachments to an e-mail.

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