
LEGAL INFORMATION

Terms and Conditions

General Terms and Conditions of Berger-Münch Engineering, Lda. for offers, supplies and services.

Version 2.0 · Last updated 26.10.2026

Applies to contracts concluded from 01.11.2026 and replaces version 01/2026.

§ 1 Preamble

- (1) BMGE designs, supplies, installs, programs and maintains technical building systems, in particular building automation, electrical and control engineering, network, security, multimedia and smart home systems, and provides related engineering, design, consulting and project management services.
- (2) Contracts often cover not only the supply or installation of individual products but the technical design and integration of a complete system. These terms therefore govern, in addition to supply and installation, design services, approvals, changes, digital communication and the operation of networked systems.

§ 2 Scope and contracting party

- (1) The contracting party is Berger-Münch Engineering, Lda., Estrada Nacional 10, Complexo Industrial Sado Internacional, 283 A, Armazém D23, 2910-828 Setúbal, Portugal, NIPC 516267930 ("BMGE"). Contracts may also be prepared and performed through its permanent establishment in Germany, Eichelberg 15, 93138 Lappersdorf.
- (2) These terms apply to all offers and contracts for supplies, works and services by BMGE, in particular engineering, design, project management, supply and installation, programming, commissioning, maintenance and remote maintenance.
- (3) These terms apply to business customers and consumers. A business customer is anyone acting in the course of their trade, business or profession when concluding the contract; a consumer is any natural person concluding the contract predominantly for private purposes. Provisions marked "Business customers only" or "Consumers only" apply only to the respective group.
- (4) The customer's deviating or additional terms apply only if BMGE expressly accepts them in text form.
- (5) **Business customers only:** These terms, in the version applicable at the time of conclusion, also apply to future contracts with the same customer without renewed reference.
- (6) Individual agreements made in a specific case always take precedence over these terms.
- (7) BMGE may use qualified subcontractors, suppliers, specialist designers and other agents to perform the contract and remains responsible to the customer for their work.

§ 3 Contract documents and order of precedence

- (1) The contract consists of the documents listed in the contract or order confirmation, in particular the offer, scope description, technical specifications, approved drawings and change orders agreed in writing or text form.

- (2) In case of conflict, the following order applies: (a) individual agreements and agreed change orders, (b) order confirmation or contract, (c) offer and scope description, (d) technical specifications and approved drawings, (e) these terms. Within the same level, the later document prevails over the earlier one.
- (3) Meeting minutes and project schedules document the course of the project. They amend the contract only insofar as they expressly record an amendment confirmed by both parties.

§ 4 Offers and conclusion of contract

- (1) BMGE's offers are non-binding unless expressly designated as binding or stating an acceptance period.
- (2) A contract is concluded by BMGE's order confirmation in text form, by both parties signing a contract or – if the customer so wishes – by the start of performance after receipt of the order.
- (3) Preliminary discussions, budget estimates, visualisations and preliminary designs are non-binding and do not constitute a contract. Cost estimates are non-binding; if a significant overrun becomes apparent, BMGE will inform the customer without delay.
- (4) Surveys, concepts and design services going beyond the usual preparation of an offer are chargeable if agreed in advance in text form. If BMGE is subsequently awarded the execution, the fee is credited where agreed.

§ 5 Scope of work and quality

- (1) The scope of work results from the contract documents under § 3. BMGE performs the work professionally in accordance with the generally recognised technical rules at the place of performance at the time of acceptance.
- (2) A guarantee or warranted characteristic exists only if expressly designated as such in text form. Presentations, reference images and visualisations illustrate the concept; the agreed specifications and approved samples determine the quality.
- (3) Minor deviations that are customary in the trade or technically unavoidable, e.g. in colour shades, grain, light colour or material batches, are not defects provided they do not impair the agreed quality and the contractual use and are reasonable for the customer.
- (4) Functions of networked systems may depend on third-party services, such as internet providers, cloud services, manufacturer platforms, apps or firmware updates. BMGE owes their availability only if expressly agreed.
- (5) If, during work on existing buildings, hidden conditions arise that could not be detected with careful inspection (e.g. undocumented cables, moisture, defective old installations), BMGE will inform the customer without delay. Necessary additional work is agreed and paid in accordance with § 7.
- (6) Where BMGE works to plans, specifications or materials of the customer or third parties engaged by the customer, BMGE checks them within the scope of its professional duty to examine and warn and notifies any concerns in text form. If the customer insists on its specifications despite the warning, BMGE is not liable for defects caused by them.

§ 6 Samples and approvals

- (1) Samples, material and design decisions and technical approvals by the customer are binding once given in text form.

- (2) Where BMGE submits documents for approval, the customer decides within the reasonable period stated, which shall be at least ten working days. If the customer does not respond within that period, approval is deemed given, provided BMGE expressly pointed out this consequence and the period in text form when submitting the documents.
- (3) Delayed approvals extend dependent deadlines in accordance with § 9.

§ 7 Changes and change orders

- (1) The customer may request changes to the agreed scope. BMGE will prepare a change order offer stating the effects on price and schedule, provided the change is reasonable.
- (2) BMGE carries out additional or changed work once the customer has accepted the change order offer or ordered the work in text form. Failing agreement on the amount, the additional or reduced price is determined on the basis of the agreed prices or, if none exist, of the costs actually required plus reasonable mark-ups.
- (3) Paragraph 2 applies accordingly where additional work becomes necessary due to circumstances within the customer's sphere, official requirements arising after conclusion of the contract or existing conditions discovered under § 5 (5).
- (4) Without the customer's prior consent, BMGE carries out additional work only where necessary to avert an immediate danger to persons, property or data (emergency measures). BMGE informs the customer without delay; remuneration is governed by statutory law.
- (5) Changes caused solely within BMGE's sphere of responsibility do not entitle BMGE to additional payment.

§ 8 Time-and-material work

- (1) Time-and-material work is performed where agreed or ordered by the customer, in particular for fault finding, diagnostics and work whose extent cannot be determined in advance. It is charged at the agreed hourly rates or, failing these, at BMGE's current price list, plus material, travel and incidental costs.
- (2) BMGE provides the customer with timesheets or work reports in a timely manner. The customer raises any objections in text form within 14 days of receipt.
- (3) **Business customers only:** If the customer raises no objections within this period, the records are deemed accepted, provided BMGE pointed out this consequence when submitting them.

§ 9 Deadlines and hindrances

- (1) Dates and deadlines are binding only if expressly agreed as binding. Other dates are planning dates.
- (2) Performance periods are extended by the duration of a hindrance plus a reasonable restart period if the hindrance is caused by circumstances within the customer's sphere (e.g. late approvals or cooperation, change orders, delays by other contractors engaged by the customer), by force majeure (§ 21) or by other circumstances for which BMGE is not responsible.
- (3) BMGE notifies the customer of hindrances without delay in text form (e.g. by e-mail or via the project platform).
- (4) BMGE may claim additional costs caused by hindrances within the customer's sphere in accordance with statutory law.

- (5) The customer's rights in the event of delay are governed by statutory law; liability for damages is limited in accordance with § 18. The customer's right to withdraw from or terminate the contract after expiry of a reasonable grace period remains unaffected.

§ 10 Access, site and safety

- (1) The customer ensures that BMGE and its agents have safe access at the agreed times to all areas required for the work, in particular technical rooms, distribution boards, server and network areas. The customer provides power, lighting and – where required – internet access and ensures that permits are in place.
- (2) BMGE may set reasonable rules for its work concerning occupational safety, access, handling of data and remote access.
- (3) If there is a danger to persons, property or data or safety regulations are not complied with, BMGE may interrupt the affected work until the danger has been removed. BMGE informs the customer without delay.
- (4) If the cause lies within the customer's sphere, deadlines are extended in accordance with § 9 and the customer bears the resulting additional costs.

§ 11 Customer's cooperation

- (1) The customer provides the cooperation required for the work in good time and in full, in particular decisions and approvals, documents, information on existing conditions, access to buildings, networks and systems and the coordination of other contractors engaged by the customer.
- (2) The customer is responsible for the accuracy and completeness of the documents and information provided by the customer or its representatives. § 5 (6) remains unaffected.
- (3) If required cooperation is not provided or provided late, deadlines are extended in accordance with § 9. BMGE may claim reasonable compensation for the period of the customer's default of acceptance and reimbursement of additional expenses in accordance with statutory law.

§ 12 Communication and documentation

- (1) Project communications may be made in text form, in particular by e-mail or via BMGE's project platform (extranet). Where these terms require text form, such a communication suffices; messenger messages suffice if they can be stored permanently and identify the sender.
- (2) BMGE documents the course of the project in minutes, reports and digital records (e.g. system logs, time stamps). These records may be used as evidence of project events; each party remains free to prove otherwise.
- (3) **Business customers only:** Meeting minutes sent by BMGE to the customer are deemed correct unless the customer objects in text form within ten working days of receipt and BMGE pointed out this consequence when sending them.
- (4) BMGE processes personal data in accordance with its privacy policy (www.bmge.pt).

§ 13 Prices

- (1) **Business customers only:** Prices are net plus statutory VAT.
- (2) **Consumers only:** Offers state the total price including VAT.

- (3) Travel, transport, packaging, disposal and incidental costs are charged separately where stated in the offer.
- (4) **Business customers only:** If more than four months elapse between conclusion of the contract and performance and the purchase prices of materials or equipment that BMGE must procure for the project change by more than 10 % for reasons beyond BMGE's control, either party may request a corresponding adjustment of the affected portion of the price. BMGE substantiates the change with supplier documents. If the total price increases by more than 10 % as a result, the customer may withdraw from the part of the contract not yet performed.
- (5) **Consumers only:** The agreed prices are fixed prices. For work to be performed, as agreed, more than four months after conclusion of the contract, paragraph 4 applies accordingly; if the total price increases by more than 5 %, the consumer may withdraw from the part of the contract not yet performed.

§ 14 Payment terms

- (1) **Business customers only:** Unless otherwise agreed, upon placing the order the costs shown separately in the offer for material and equipment to be ordered specifically for the project, plus an advance payment of 35 % of the remaining work, are due.
- (2) **Consumers only:** Unless otherwise agreed, an advance payment of no more than 30 % of the total price is due upon placing the order. Interim payments may not exceed the value of the work performed; before acceptance, no more than 90 % of the total price will be requested in total.
- (3) BMGE may request interim payments in the amount of the value of the work performed and evidenced, including specially manufactured or provided components, if ownership of them is transferred to the customer or corresponding security is provided, at BMGE's option.
- (4) Invoices are payable without deduction within ten calendar days of receipt. The final payment falls due after acceptance and receipt of the final invoice.
- (5) In the event of late payment, the customer owes default interest at the statutory rate.
Business customers only: BMGE may additionally claim the statutory lump sum of EUR 40 and compensation for further damage caused by the delay.
- (6) If a payment due is not received despite a reminder setting a reasonable deadline, BMGE may suspend further work until payment is received; deadlines are extended accordingly. BMGE does not interfere with the function or operation of installations already handed over.
- (7) The customer's statutory rights to withhold a reasonable part of the price because of defects or to set off counterclaims remain unaffected.

§ 15 Retention of title

- (1) Goods supplied remain BMGE's property until the price under the respective contract has been paid in full. **Business customers only:** The retention of title also secures all claims arising from the ongoing business relationship.
- (2) If goods are installed so that they become an essential part of a building or another item, ownership is governed by statutory law.
- (3) The customer handles goods subject to retention of title with care, may not pledge them or transfer them by way of security before full payment and informs BMGE without delay of any third-party access.

- (4) If the customer defaults on payment, BMGE may withdraw from the contract in accordance with statutory law and demand return of goods not yet installed. For this purpose, BMGE enters the customer's buildings and premises only with the customer's consent or on the basis of a court order.
- (5) BMGE hands over administrator access and project files (§ 19 (4)) after full payment. The customer can fully operate the installation from handover.

§ 16 Acceptance

- (1) Upon completion of the work or of a self-contained, separately usable part, BMGE gives notice of completion in text form and requests acceptance. Partial acceptance of self-contained parts takes place where agreed or requested by BMGE.
- (2) The customer accepts the work within twelve working days of receipt of the notice of completion. Acceptance may not be refused because of insignificant defects; such defects are recorded in the acceptance report and remedied by BMGE.
- (3) The work is deemed accepted if the customer does not refuse acceptance within the period under paragraph 2, stating at least one defect. **Consumers only:** This consequence only applies if BMGE, together with the request for acceptance, informed the consumer in text form of the consequences of acceptance not being declared or being refused without stating defects.
- (4) **Business customers only:** The work is also deemed accepted if the customer puts it into use as intended after completion and does not notify material defects in text form within twelve working days thereafter.
- (5) Risk passes to the customer upon acceptance.

§ 17 Defects

- (1) Statutory law applies to defects, subject to the following provisions.
- (2) The customer notifies defects as precisely as possible in text form (description, affected installation or item, symptoms). **Business customers only:** Obvious defects must be notified within 14 days of delivery or acceptance, hidden defects within 14 days of their discovery; commercial duties to inspect and give notice remain unaffected.
- (3) BMGE is first entitled to remedy the defect. For works, BMGE chooses the type of remedy (repair, replacement, readjustment or software adjustment). **Consumers only:** When buying goods, the consumer has the statutory right to choose between repair and replacement. The customer gives BMGE the time and access required for inspection and remedy, including – with the customer's consent – remote access.
- (4) If the remedy fails, is refused by BMGE or is unreasonable for the customer, the customer may, in accordance with statutory law, reduce the price, withdraw from the contract, remedy the defect itself and claim reimbursement of the necessary expenses, and claim damages in accordance with § 18.
- (5) There are no claims for defects insofar as a fault is due to natural wear and tear, improper operation, failure to carry out agreed maintenance or maintenance prescribed by the manufacturer, security updates not installed despite notice, interventions, modifications or repairs by the customer or third parties not engaged by BMGE, or failures of third-party networks, services or platforms not owed by BMGE.
- (6) Readjustments, parameter settings and software updates that are customary for networked systems after commissioning do not in themselves constitute a defect. Learning

or voice-controlled (AI) functions work on a probabilistic basis; isolated misrecognitions are not a defect if the system as a whole performs the agreed function.

- (7) **Business customers only:** Claims for defects become time-barred one year after acceptance or delivery. This does not apply to buildings, work on buildings and items used for a building, to claims for damages under § 18 (1) or in the case of fraudulently concealed defects or guarantees; in these cases the statutory periods apply.
- (8) **Consumers only:** The statutory warranty periods and rights apply and are not restricted by these terms.

§ 18 Liability

- (1) BMGE is liable without limitation for intent and gross negligence – including that of its legal representatives and agents –, for injury to life, body or health, for fraudulent concealment of a defect, to the extent of a guarantee given and under mandatory statutory provisions, in particular product liability.
- (2) In the case of slight negligence, BMGE is liable only for breach of essential contractual obligations, i.e. obligations whose fulfilment makes the proper performance of the contract possible in the first place and on whose fulfilment the customer may regularly rely. In this case liability is limited to the damage typical for the contract and foreseeable at the time of conclusion.
- (3) **Business customers only:** In the cases of paragraph 2, liability is further limited per incident to the net contract value of the affected contract or, if higher, to the sum insured under BMGE's business liability insurance. Liability for loss of profit, loss of production or use and other indirect damage is excluded in these cases.
- (4) In the case of slight negligence, BMGE is liable for loss of data only up to the effort that would have been required for restoration had the customer made proper, regular backups.
- (5) BMGE is liable for failures or changes in function of third-party services (internet, cloud, manufacturer platforms, apps) and for damage caused by third-party attacks only insofar as they are attributable to BMGE under paragraphs 1 to 4, in particular in the event of breach of security obligations BMGE has assumed contractually.
- (6) Paragraphs 1 to 5 also apply to the personal liability of BMGE's employees, representatives and agents.

§ 19 Design documents, know-how and rights of use

- (1) All rights to concepts, designs, project documentation, drawings, specifications, calculations, programs, automation logic and other documents prepared by BMGE remain with BMGE unless otherwise provided in this section.
- (2) Documents provided by BMGE before the order is placed (in particular offers, concepts and surveys) serve solely to evaluate the offer. **Business customers only:** Without BMGE's consent they may not be copied, made available to third parties or used for tenders or execution by third parties. **Consumers only:** They may not be passed on to third parties for execution or commercial use.
- (3) If no order is placed, the customer returns or deletes the documents provided upon request. If a business customer uses BMGE documents contrary to paragraph 2, it owes the usual fee for the design service; further statutory claims remain unaffected.
- (4) Upon full payment, the customer receives a simple right of use, limited to the respective property, in the results prepared for its project. It covers operation, maintenance, repair

and extension of the installation, including by third parties, and passes to the acquirer if the property is sold. BMGE then hands over the agreed installation documentation including project files (e.g. ETS project) and administrator access.

- (5) Manufacturers' software and firmware are subject to their licence terms.
- (6) **Business customers only:** If the customer culpably breaches paragraph 2, it owes a contractual penalty to be determined by BMGE at its reasonable discretion of up to 15 % of the net offer value, at least EUR 2,500. In the event of a dispute, its appropriateness may be reviewed by the competent court. Several breaches arising from the same matter count as one breach. The penalty is credited against any damages; BMGE may prove higher damage and the customer lower damage.

§ 20 Confidentiality and non-circumvention

- (1) Both parties treat as confidential all non-public technical and business information of the other party received in connection with the contract and use it only to perform the contract. This obligation applies until three years after the end of the contract; for trade secrets, for as long as they remain secret.
- (2) The obligation does not apply to information that is or becomes public, was already known to the receiving party or is lawfully provided by third parties, or must be disclosed due to legal or official obligations.
- (3) **Business customers only:** During the term of the contract and for 24 months thereafter, the customer will not, circumventing BMGE, engage suppliers, subcontractors or specialist designers it only came to know through BMGE in the project for work that is the subject of the project or of BMGE's offer. During this period it will not actively poach BMGE employees.
- (4) **Business customers only:** The contractual penalty under § 19 (6) applies accordingly to each culpable breach of paragraph 3.

§ 21 Force majeure

- (1) Force majeure means unforeseeable events beyond the affected party's control that cannot be averted even with reasonable care, such as natural events, fire, war, terrorism, epidemics, official measures, strikes, widespread cyber attacks and unforeseeable supply failures of manufacturers for which the party is not responsible.
- (2) For the duration of the force majeure and a reasonable restart period, the affected party is released from its performance obligations. It informs the other party without delay.
- (3) If the hindrance lasts longer than three months, either party may withdraw from the part of the contract not yet performed. Work already performed is paid for.
- (4) Each party bears its own costs arising from force majeure. If the customer orders acceleration or substitute measures, these are paid in accordance with § 7.

§ 22 Termination

- (1) The customer may terminate a contract for works at any time before completion. BMGE then receives the agreed price less saved expenses and whatever BMGE earns, or maliciously fails to earn, by using its capacity elsewhere. BMGE is presumed to be entitled to 5 % of the price attributable to the part not performed; either party may prove otherwise.

- (2) Either party may terminate the contract for good cause. Good cause for BMGE exists in particular if the customer remains in default with a payment due or an essential act of cooperation despite a reminder setting a reasonable deadline, or seriously breaches its confidentiality obligations.
- (3) If, after conclusion of the contract, it becomes apparent that BMGE's claim to payment is jeopardised by the customer's lack of ability to pay, BMGE may refuse further performance until payment is made or security provided and, after expiry of a reasonable deadline without result, withdraw from the contract.
- (4) If BMGE terminates for good cause, the work performed up to that point is paid for and material already ordered for the project that cannot be used otherwise is reimbursed; further statutory claims remain unaffected.
- (5) Notices of termination require text form unless the law prescribes a stricter form.

§ 23 Data protection, remote maintenance and networked systems

- (1) As operator, the customer is responsible for the lawful use of the installed systems, in particular for any consents and notices required for cameras, microphones, sensors and access control systems.
- (2) Remote access to the customer's systems takes place only with the customer's consent, only for contractual purposes (e.g. set-up, diagnostics, maintenance) and is logged. Insofar as BMGE processes personal data on the customer's behalf, the parties conclude a data processing agreement under Art. 28 GDPR.
- (3) The customer takes the security measures incumbent on it, in particular secure passwords, backups and approval of recommended security updates. BMGE owes uninterrupted availability of networked systems only if expressly agreed.

§ 24 Project platform (extranet)

- (1) BMGE may grant the customer and the persons it designates access to BMGE's project platform (extranet). Its use is additionally governed by the extranet terms of use, which are confirmed before first use.
- (2) Communications, approvals and documents transmitted via the extranet satisfy the text form requirement.
- (3) Documents and communications that BMGE makes available in the extranet reach the customer as soon as it has retrieved them. At the latest, they reach the customer when they are available in the extranet, BMGE has notified the customer by e-mail to the registered address and, under normal circumstances, the customer can be expected to take note of them. **Business customers only:** This applies at the latest two working days after the notification.
- (4) The customer gives an approval or consent in the extranet, for example to plans, variations, dates or minutes, by an express confirmation, for example using the "Approve" button. Merely logging in or opening a document is neither an approval nor a consent.
- (5) Declarations made in the extranet by a user designated and authorised for this purpose by the customer count as declarations of the customer. The customer keeps its access data secret. It informs BMGE without delay if a designated user may no longer act on its behalf.
- (6) The extranet logs logins and, where technically provided for, retrievals and approvals with user, date and time. The log serves as evidence. The customer remains free to prove that an event did not take place or took place differently.

- (7) BMGE records meetings held via the extranet (video conference) only if the participants have consented beforehand.
- BMGE announces a recording at the start of the meeting.
 - Each participant expressly consents for this meeting, for example using the “Agree to recording” button. The consent is logged.
 - If a participant does not consent, no recording takes place, except in the following case.
 - **Meeting with recording:** BMGE may specify that a meeting only takes place with a recording if BMGE considers a sound or video recording necessary, for example for acceptances, defects, variations or technical decisions. BMGE points this out in the invitation.
 - BMGE may exclude participants who do not consent from the meeting. The meeting is then held and recorded with the remaining participants.
 - Excluded participants receive the minutes and may comment in text form within 5 working days. They suffer no other disadvantage from their refusal.
 - This does not apply to the customer itself. If the customer or its representative does not consent, the meeting takes place without a recording or is postponed.
 - An ongoing recording is visibly marked for all participants.
 - Sound, video and shared screen content are recorded. The recording may be converted into text automatically.
 - The recording serves only to prepare the minutes of the meeting and to document the project content discussed.
 - Only the project participants have access.
 - BMGE deletes the recording as soon as the minutes have been approved, at the latest 6 months after the meeting, unless a statutory retention obligation applies. The approved minutes are kept.
 - The consent may be withdrawn at any time with effect for the future. A withdrawal during a meeting with recording leads to exclusion under the rules above.
 - Details are set out in the privacy policy.

§ 25 Special provisions for consumers

- (1) Right of withdrawal: if a consumer concludes the contract outside BMGE's business premises or exclusively by means of distance communication, the consumer has a statutory right of withdrawal. The withdrawal information and the model withdrawal form are attached to these terms as Annexes 1 and 2 and are handed to the consumer when the contract is concluded.
- (2) Dispute resolution in Portugal: in the event of a dispute, the consumer may contact an alternative consumer dispute resolution entity: Centro de Arbitragem de Conflitos de Consumo de Lisboa (CACCL), Rua dos Douradores, 112, 2.º, 1100-207 Lisboa, www.centroarbitragemlisboa.pt, or Centro Nacional de Informação e Arbitragem de Conflitos de Consumo (CNIACC), Rua D. Afonso Henriques, 1, 4700-030 Braga, www.cniacc.pt. Further information: www.consumidor.gov.pt. Complaints can also be filed via the electronic complaints book www.livroreclamacoes.pt.
- (3) Dispute resolution in Germany: BMGE is neither willing nor obliged to take part in dispute resolution proceedings before a consumer arbitration board.

- (4) Language: contracts with consumers in Portugal are concluded in Portuguese; another contract language is possible at the consumer's request.

§ 26 Final provisions

- (1) Portuguese law applies. Contracts concluded through the permanent establishment in Germany (offer or order confirmation issued by the German establishment) are governed by German law. The UN Convention on Contracts for the International Sale of Goods (CISG) is excluded. **Consumers only:** Mandatory consumer protection provisions of the state of the consumer's habitual residence remain unaffected.
- (2) **Business customers only:** The exclusive place of jurisdiction is Setúbal, Portugal, and for contracts through the German permanent establishment Regensburg, Germany. BMGE may also sue the customer at its general place of jurisdiction. For consumers, the statutory places of jurisdiction apply.
- (3) The place of performance for supplies and works is the place of execution; for payments, BMGE's registered office.
- (4) These terms are available in German, Portuguese and English. The version in the language of the contract prevails. Technical documents may contain customary technical terms and standard designations in their original language.
- (5) If any provision of these terms is wholly or partly invalid, the remainder of the contract remains valid. The invalid provision is replaced by the statutory provisions.
- (6) Amendments to these terms apply only to contracts concluded after their publication. **Business customers only:** For ongoing maintenance and service contracts, BMGE notifies amendments in text form at least six weeks before they take effect; if the customer does not object before they take effect, they are deemed accepted, which BMGE points out in the notification. In the event of an objection, either party may terminate the contract with effect from the date the amendments take effect.

Annex 1 – Withdrawal information (consumers)

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day of the conclusion of the contract. If the contract includes the supply of goods without installation, the period expires 14 days after the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last goods.

To exercise the right of withdrawal, you must inform us (Berger-Münch Engineering, Lda., Estrada Nacional 10, Complexo Industrial Sado Internacional, 283 A, Armazém D23, 2910-828 Setúbal, Portugal; for contracts through the German establishment: Eichelberg 15, 93138 Lappersdorf, Germany; telephone +351 967 493 213; e-mail info@bmge.pt) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail). You may use the attached model withdrawal form, but it is not obligatory. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. For goods supplied, we may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods. You will have to bear the direct cost of returning the goods and are only liable for any diminished value of the goods resulting from handling other than what is necessary to establish their nature, characteristics and functioning.

If you requested to begin the performance of services or works during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated to us your withdrawal from this contract, in comparison with the full coverage of the contract.

Notes: There is no right of withdrawal for contracts for the supply of goods made to your specifications or clearly personalised, or for contracts where you have specifically requested us to visit you to carry out urgent repairs or maintenance. For services and works, the right of withdrawal expires once the service has been fully performed if you previously gave your express consent and acknowledged that you lose your right of withdrawal once the contract has been fully performed.

Annex 2 – Model withdrawal form

(Complete and return this form only if you wish to withdraw from the contract.)

To: Berger-Münch Engineering, Lda., Estrada Nacional 10, Complexo Industrial Sado Internacional, 283 A, Armazém D23, 2910-828 Setúbal, Portugal, e-mail info@bmge.pt

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*) / for the provision of the following service (*):

Ordered on (*) / received on (*): -----

Name of consumer(s): -----

Address of consumer(s): -----

Signature of consumer(s) (only if this form is notified on paper): -----

Date: -----

(*) Delete as appropriate.