

General terms of business of the Energy Unlimited Energieversorgungs GmbH

Object of the contract

With the completion of the contract the customer acquires the right that Energy Unlimited delivers electricity / gas to his business facilities. The valid delivery prices are the prices at the time of the contract agreement.

Liability

Energy Unlimited takes responsibility for damages from interruptions and irregularities of the supply with electric energy. Furthermore, for damages from death or injury of a person, in enterprises included in the Consumer Protection Act, the liability for secondary damages or escaped profit is excluded.

Price & price changes

Energy Unlimited reserves the right of changing the agreed prices. If occurring, these changes are announced to the customer on time and in suitable manner before the validation of the change. If the customer contradicts because of price changes within the limited period in a written way, the contract ends at the end of this period. If the customer does not contradict, the changed prices receive validity after the formerly named term.

Delivery

All deliveries are carriage free until recall of this clause.

Calculation mistake

If mistakes of the invoice total are determined, Energy Unlimited has the obligation to refund the overly calculated amount. At the same time, the customer is obligated to remargin, in case the amount was calculated too low.

Contract punishment

Energy Unlimited can demand a contract punishment, if the customer deliberately or roughly negligently misses the liability of informing Energy Unlimited about all the information and factors of business relations and for the calculation of prices.

Account

The provided and delivered electric power or gas is settled monthly. Objections against the calculations have to occur within 1 months after receiving the invoice. Any later objections are not respected.

Payment

Invoices have to be paid within 21 days from postal sending date. Payments have to be transferred on the bank account of Energy Unlimited. Any fees included in the money transfer have to be overtaken by the customer. In case of a delayed payment, 8 % p.a. interest of default as well as a 15 € dunning fee will be charged.

Contract duration

Provided that there are no other agreements, the contract is concluded indefinitely. It can be discontinued by both contractual partners in a written form at the end of every calendar month.

Suspension of deliveries

Energy Unlimited can stop deliveries in case the customer can not fulfil the payment.

Applicable law, legal venue

For all disputes originating from this contract, the court responsible for the location of the registered office of Energy Unlimited is the deciding court. The previous is valid as far as the dispute is not settled by negotiations or by a certain arbitration board.