

General terms & conditions of Aktenmühle GmbH

§ 1 Applicability

Services mentioned under § 2 will only be provided by Aktenmühle GmbH under the following terms and conditions.

§ 2 Scope of service

2.1. The employees of Aktenmühle GmbH are bound to the security regulations under §5 of German Datenschutzgesetz by their work contract.

2.2. Aktenmühle GmbH destroys paper documents on the customer's premises in accordance with security level 4 under DIN EN 32757-1. The customer is not required to remove paper documents from folders. Metal clips of files can be shredded together with the paper documents. Archive data will be shredded, mixed, and pressed in bales under a pressure of 8 tons. The bales will then be disposed of according to professional procedure.

2.3. Aktenmühle GmbH destroys electronic data storage devices. Magnetic and optical data storage will be destroyed at the customer's address. Magnetic and optical data storage will be shredded, mixed and disposed of by our experts.

2.4. Aktenmühle GmbH's transport costs are included in the price of the service. No extra charges are incurred for carrying the material from its location to our vehicle. Aktenmühle GmbH is responsible for professional waste disposal.

2.5. Aktenmühle GmbH also offers a framework agreement for its services. The customer can order one or more locked security bins in various sizes from Aktenmühle GmbH for the storage of documents and other data to be destroyed. These containers are provided free of charge by Aktenmühle GmbH and remain the property of Aktenmühle. Upon termination of the contract, the security bins must be returned to Aktenmühle GmbH. Aktenmühle reserves the exclusive right to empty these containers. The client can choose between either regular or on-demand collection of waste.

2.6. Aktenmühle GmbH is not liable for the disposal of heavily soiled material or waste that is contaminated in any way.

2.7. Together with the invoice, the client will also get a certificate confirming professional destruction and disposal.

§ 3 Conclusion of contract and contract length

A contract is considered concluded only after Aktenmühle GmbH has acknowledged a written or verbal request from the customer to this effect. Unless otherwise agreed, the duration of a framework contract is unlimited. The client can give notice of cancellation at any time. Aktenmühle can cancel a contract upon three months prior notice as of the end of the month or the 15th day of the month. The right to cancel a contract due to exceptional circumstances is not subject to these conditions.

§ 4 Limitations of liability

Aktenmühle reserves the right to terminate the contract as a consequence of force majeure (e.g. traffic situation or any other unforeseeable circumstances). Aktenmühle GmbH is obliged by this contract to inform the client promptly and timely if any limitations to our liability occur. Furthermore, Aktenmühle will reimburse any payment made for services ordered. Aktenmühle GmbH is obliged by this contract to find an alternative date for the rendering of the services, if there are any limitations of liability.

§ 5 Important notice

5.1. Aktenmühle will only destroy material which is clearly marked or separated by the client. The client is obliged to inform our staff exactly what material must be destroyed before it is carried to the vehicle. The client is obliged to independently monitor the transport of the material by our staff in order to avoid errors.

5.2. The client is obliged to separate out any excessively large objects in the material to be destroyed. This does not apply to objects such as metal parts from folders, clamps and metal casings of data storage

media. Objects such as iron bars, scissors or drills could seriously damage the shredder's cutting mechanism, and must absolutely be separated from the material destined for destruction.

5.3. In order to guarantee quick and efficient service, the client should provide us with exact information on the location and the amount and type of material that is to be shredded. Destruction of paper documents together with other data storage material can only be carried out if explicitly requested by the client.

§ 6 Third party rights

It is the responsibility of the client to ensure that no rights of third parties are violated by the destruction of data when an order is passed to Aktenmühle.

§ 7 Liability

Aktenmühle GmbH and its employees are only liable for gross negligence and intent.

§ 8 Payment

8.1. Any offers made by Aktenmühle GmbH are subject to VAT.

8.2. Claims against Aktenmühle GmbH will only be recognised if they are based upon unchallenged and valid legislation.

§ 9 General terms

9.1. Changes to these terms and conditions will only be recognised in writing.

9.2. Place of jurisdiction for all disputes resulting from this contract shall be the court having jurisdiction at the business location of Aktenmühle GmbH, provided that the client is a merchant, a legal entity as defined by public law or by the public separate estate. This also applies to clients of Aktenmühle GmbH whose natural forum is abroad.

9.3. General terms and conditions submitted by clients will not be acknowledged.

9.4. If any of these terms and conditions are invalid or should become invalid, the other terms and conditions shall nevertheless remain valid. In such cases it will be agreed which part of applicable law is closest to achieving the purpose of the invalid term and condition.

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Zertifiziert nach
DIN EN ISO 9001:2000

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