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## GENERAL TERMS AND CONDITIONS (GTC)

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**Service Provider:**  
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## **1. CLIENT OBLIGATIONS**

### **1.1 Fees and invoicing**

All services are provided in accordance with the scope and financial conditions set out in the applicable proposal, quotation, or SOW. Prices may vary depending on project complexity, duration, and location.

The Client agrees to pay the Service Provider the fees specified in the relevant invoice or contract. Unless otherwise agreed in writing, the standard payment terms shall be 50% of the total project fee upfront and 50% upon completion of the agreed deliverables.

Invoices are issued electronically in pdf format and sent via email.

Late payments may incur a 3% monthly interest charge and/or a 3% administrative fee for delays exceeding 15 days.

### **1.2 Payment method**

Payments shall be made via bank transfer or any other method mutually agreed in writing.

### **1.3 Late payments**

Invoices not paid by their due date shall accrue interest at a rate of 3% per month, or the maximum rate permitted by applicable law, whichever is lower. The Service Provider reserves the right to suspend or withhold delivery of any work until outstanding payments are received.

### **1.4 Taxes**

All fees are exclusive of any applicable taxes (including VAT). Where the Service Provider is required to charge VAT under Luxembourg law, such VAT shall be added to the invoice and paid by the Client. The Client shall be responsible for any withholding taxes or other taxes arising from the engagement in their jurisdiction, except for taxes imposed on the Service Provider's income in Luxembourg.

## **2. TIMELINE AND DEADLINES**

The Service Provider shall use commercially reasonable efforts to meet the deadlines specified in the SOW. Delivery timelines are contingent upon the Client providing timely feedback, materials, and approvals. The Service Provider shall not be liable for delays caused by the Client's failure to provide such input. Any requested acceleration or extension of deadlines must be agreed in writing and may incur additional fees.

### **3. CANCELLATIONS AND RESCHEDULING OF ON-SITE WORK**

Confirmed on-site bookings may be cancelled or rescheduled by the Client under the following conditions, calculated from the scheduled start time (CET/CEST) and notified in writing (email is sufficient):

More than 72 hours' notice: No service fee; any non-refundable travel costs (e.g., tickets, hotel, visa fees) already incurred will be recharged at cost.

72–48 hours' notice: Charge 25% of the booked time plus any non-refundable travel costs.

48–24 hours' notice: Charge 50% of the booked time plus any non-refundable travel costs.

Less than 24 hours' notice or no-show: Charge 100% of the booked time plus any non-refundable travel costs.

One rescheduling is permitted without fee if requested at least 72 hours before the scheduled start and rebooked within 30 calendar days.

Force majeure events are excluded, and the parties shall agree in good faith on a new date without penalty.

### **4. REVISIONS**

The agreed project fee includes two (2) rounds of revisions, unless otherwise stated in the SOW. Additional revisions or changes beyond the agreed scope will be billed at the Service Provider's standard hourly rate. The Client must submit all revision requests in writing within ten (10) business days after receipt of the deliverables, after which the deliverables shall be deemed accepted.

### **5. COMMUNICATION**

All communications between the Parties shall be conducted via email or a mutually agreed messaging platform. The Service Provider will typically respond to Client inquiries within one (1) to two (2) business days, excluding weekends and public holidays. Official notices under these General Terms and Conditions must be delivered by email with acknowledgment of receipt or by registered mail to the addresses stated in the SOW.

### **6. INDEPENDENT CONTRACTOR RELATIONSHIP**

The Service Provider is an independent contractor and not an employee, agent, or representative of the Client. Nothing in these General Terms and Conditions shall be construed to create a partnership, joint venture, or employer-employee relationship between the Parties. The Service Provider is solely responsible for all taxes, insurances, and obligations arising from their status as an independent contractor.

### **7. BEST EFFORTS STANDARD**

The Service Provider's obligations under these General Terms and Conditions are obligations of means ("obligations de moyens"/"Dienstleistungsverpflichtung") and not of result ("obligations de résultat"/"Werkverpflichtung").

**8. RELIANCE ON CLIENT INFORMATION**

The Service Provider may rely on information, materials, and instructions provided by the Client without independent verification. The Client shall bear any cost or delay resulting from inaccurate, incomplete, or late information.

**9. REINFORCEMENT – RETENTION OF TITLE**

Ownership of any deliverables or results shall transfer to the Client only after full payment of all invoices due under these General Terms and Conditions.

**10. ACCEPTANCE CONFIRMATION**

Unless otherwise agreed, deliverables shall be deemed accepted five (5) business days after delivery if no written objection is received from the Client.

**11. PORTFOLIO AND REFERENCE USE**

The Service Provider may reference the Client’s name and non-confidential aspects of the project in professional portfolios, presentations, or marketing materials, provided that no confidential or proprietary information is disclosed. The Client may object in writing to such use for justified reasons.

**12. INTELLECTUAL PROPERTY AND LICENSE**

All pre-existing intellectual property remains the property of its owner. Upon full payment, the Client receives a non-exclusive, non-transferable license to use the Deliverables for its internal business purposes. No other rights are granted or implied.

**13. DATA PROTECTION**

Each Party shall comply with all applicable data protection and privacy laws, including the GDPR. If the Service Provider processes personal data on behalf of the Client, a separate Data Processing Agreement shall be executed if legally required.

**14. FORCE MAJEURE**

Neither Party shall be liable for delay or non-performance caused by circumstances beyond its reasonable control, including strike, epidemic, natural disaster, war, or governmental action. Performance deadlines shall be extended for the duration of such event.

**15. PENALTIES**

No penalties, liquidated damages, or service credits shall apply unless explicitly stated in a separate signed agreement.

## **16. CONSEQUENTIAL DAMAGES**

In no event shall the Recipient be liable for any indirect, consequential, incidental, reputational, unforeseen or future damage, including, but not limited to, business interruption, lost business, lost data, lost profits, or lost savings, even if it has been advised of their possible existence.

## **17. LIABILITY**

The Service Provider's liability shall be strictly limited to direct damages resulting from proven gross negligence or willful misconduct in the performance of the services.

Under no circumstances shall the Service Provider be liable for any indirect, consequential, punitive, or incidental damages, including but not limited to loss of profit, loss of revenue, production downtime, or data loss, whether arising in contract, tort, or otherwise.

The Service Provider shall not be held liable for any damages or delays resulting from inaccurate, incomplete, or late information provided by the Client, nor for the actions or omissions of third parties.

The Client shall bear no liability for damages caused by the Service Provider to persons or property during the execution of the services.

The Service Provider shall maintain valid professional and third-party liability insurance at levels appropriate to the nature of the services and shall provide proof of such coverage upon the Client's written request.

Given the limited nature and value of the services typically covered by these General Terms and Conditions, the Service Provider's overall liability shall in any case be capped at the total fees paid by the Client for the relevant assignment.

## **18. CONFLICT OF INTEREST**

The Service Provider may have ongoing or future professional engagements with other clients. In the event of a potential or actual conflict of interest with the Client's activities, the Service Provider shall promptly notify the Client while maintaining the confidentiality of any third-party information.

Where such conflict cannot be resolved to the reasonable satisfaction of both Parties within fifteen (15) business days of notification, the Service Provider may decline the specific assignment in question. In such event, the Service Provider shall not be liable for any damages, losses, or costs incurred by the Client as a result of declining the conflicted assignment, and these General Terms and

Conditions shall remain in full force and effect with respect to all other non-conflicted services.

#### **19. BUSINESS REORGANIZATION CLAUSE**

The Parties agree that, should the Service Provider reorganize its business activities under a different legal structure (e.g., a limited liability company – S.à r.l.), all rights and obligations under these General Terms and Conditions shall automatically transfer to the newly formed entity, without the need for further consent or amendment. The new entity shall assume full responsibility for the performance of these General Terms and Conditions, and the Client shall recognize it as the legitimate successor of the Service Provider.

#### **20. WEBSITE POLICIES**

The Client acknowledges that access to and use of the Service Provider's website, platform, or online portal (collectively, the "Website") are subject to the applicable Website policies, including but not limited to the Terms of Use, Privacy Policy, and Cookie Policy (collectively, the "Website Policies"). The Service Provider may update or amend the Website Policies from time to time to reflect changes in legal requirements, technology, or its internal practices, and any such updates shall become effective upon publication on the Website. In the event of any inconsistency between the provisions of the Website Policies and those of these General Terms and Conditions, the latter shall prevail, except where the Website Policies specifically govern matters related to website access, user accounts, or data protection. The Client acknowledges that any personal data processed through the Website shall be handled in accordance with the Service Provider's Privacy Policy, which forms an integral part of these General Terms and Conditions. The Service Provider shall use commercially reasonable efforts to ensure the availability and security of the Website but does not guarantee uninterrupted or error-free operation, and the Client agrees to use the Website in compliance with applicable laws and to refrain from any activity that could compromise its integrity or security.

#### **21. MEDIATION BEFORE LITIGATION**

Before initiating any court proceedings, the Parties shall attempt in good faith to resolve any dispute through amicable consultation or mediation in Luxembourg City.