

## Service and Payment General Terms and Conditions of Dorfner GmbH & Co. KG

### I. General Information

1. The services of the Contractor shall essentially be subject to the directives on the commissioning and billing of industrial cleaning set out by the German Federal Guild Association of the Cleaning Trade [*Bundesverband des Gebäudereinigerhandwerk*], unless agreed otherwise below or between the Parties.
2. Unplanned additional services are work that does not concern the items set out in the schedule of services, or that is rendered over and above the agreed service intervals. These shall be commissioned separately, either in writing or verbally, by the Client's responsible office. Once the service has been rendered, it must be confirmed by the Client and paid for in accordance with Point III No. 4 (Prices) of the present Terms and Conditions.
3. Any terms and conditions and subsidiary agreements that deviate from the following Terms and Conditions shall only form part of the contract if set out in writing and signed by the Contractor. The same shall apply to agreements made verbally, over the telephone or with representatives of the Contractor.
4. General terms and conditions of business of the Client shall not be binding for the Contractor, and are hereby agreed to not apply to the contractual relationship.

### II. Quotes

1. All offers are subject to change. Orders placed by the Client must be confirmed by the Contractor in writing in order for the contractual relationship to come into being.
2. Estimates, drafts, plans and calculations shall remain the property of the Contractor and shall not be copied or made accessible to third parties without the consent of the same. They must be returned in the event that the order is not placed.

### III. Prices

1. The basis for prices shall be that of the day on which the quote is issued. The Contractor reserves the right to adjust prices in the event of changes to wage and ancillary wage costs or material prices.
2. Prices exclude the respective statutory value added tax.
3. A reduction in the area to be cleaned by more than 20% after the order has been placed shall entitle the Contractor to increase the agreed unit prices accordingly.
4. Unplanned additional services shall be invoiced separately in accordance with the agreed hourly rates for such work.

### IV. Execution

1. The Contractor shall execute the cleaning set out in the order thoroughly, carefully and in line with the latest technology.
2. The Client shall provide a lockable room free of charge for the Contractor to store his machines, equipment, uniforms and materials. Further, the Client shall bear the cost of the water and electricity required to carry out the cleaning.
3. The Contractor shall be entitled to have the work assigned to him executed by third parties, either in full or in part.
4. The Contractor's staff are forbidden from viewing the Client's documents or files. The Contractor shall ensure that his staff are obligated in their employment contracts to maintain secrecy regarding all processes that they become aware of in the course of their activities. This obligation shall continue to apply even after the employment contract has ended.

### V. Warranty and Acceptance

1. In the event of a defect, the Contractor shall initially be entitled to render supplementary performance, where possible. If this is impossible or unsuccessful, the other statutory provisions shall apply without limitation. The warranty shall not apply if notification of a defect is not provided in good time. This shall not affect the statutory provisions regarding hidden defects.
2. Claims for defects shall expire one year after they arise.
3. Unless agreed otherwise, the Contractor's performance shall be considered to have been accepted as in compliance with the contract if the Client countersigns a corresponding certificate of performance, fails to provide the countersignature without fault on the part of the Contractor, or begins to make use of the rendered service.

### VI. Default and Inability to Perform

1. If deadlines cannot be met for reasons for which the Client is responsible (e.g. company holiday period, reductions in working hours [*Kurzarbeit*], ward closures), he shall compensate the Contractor for the resulting damage. In the case of recurring services, the Contractor shall charge a fixed cost component of 15% of the minimum amount, according to the following formula:

Monthly price

----- : Number of cleans per week = minimum amount per clean

4.33

Notwithstanding the above agreement, the Client shall have the opportunity to prove that the Contractor suffered no or lesser damage.

2. If the Contractor is unable to meet deadlines for reasons for which he is not responsible, he shall make good the delay as soon as possible. In this event, the contract shall remain in effect.
3. The statutory provisions shall apply additionally.

#### **VII. Liability and Warranty**

1. The Contractor shall be liable for damage demonstrably and culpably caused by him or his vicarious agents – to the extent that he is responsible for the same – in the fulfilment of the contractual duties.
2. Claims for compensation shall only exist if the Contractor can be accused of a grossly negligent or deliberate breach of obligation. Slight negligence shall suffice in this respect in the event of violation of material (principal) contractual obligations. The obligation to provide compensation shall be limited to foreseeable damage typical for the contract.
3. The Contractor has taken out business liability insurance. An insurance certificate can be presented upon request.
4. The Contractor shall have unlimited liability in the event of intent and gross negligence, as well as injury to life, limb or health. Liability according to German product liability law shall not be affected by the above regulations.

#### **VIII. Payment / Due Dates**

1. Payments shall be made within 14 days of the invoice date at the latest, without deduction. The Contractor shall be entitled to charge default interest in accordance with § 288 of the German Civil Code in the event of default on payment.
2. Cheques shall be accepted under the usual conditions; bills of exchange shall not be accepted. The incurred costs and fees shall be settled separately by the Client.
3. In the case of contracts spanning longer than a month (e.g. construction site cleaning, façade cleaning), the Contractor shall be entitled to invoice a proportional lump-sum fee each month, relating to the respective month.

#### **IX. Contract Term**

1. The contractual relationship shall end once the commissioned service has been fully rendered, or as per the agreement. If there is no regulation to this effect in the contractual relationship and if the end of performance is unclear due to the type of service, the contract may be terminated by either Party in writing at any time with a period of notice of 3 months to the end of the month.
2. The right to extraordinary termination of the contract for good reason remains unaffected.
3. As a minimum, good reason for extraordinary termination shall be deemed to exist if insolvency proceedings are launched regarding the assets of the other Party or the prerequisites for the launch of insolvency proceedings are met.
4. The aforementioned agreements shall remain effective on both sides in the event of legal succession. Legal succession shall not be deemed good reason for extraordinary termination.
5. Otherwise, the statutory provisions shall apply.

#### **X. Place of Jurisdiction and Place of Fulfilment, Applicable Law**

1. The place of jurisdiction shall be the Contractor's place of business.
2. The place of fulfilment shall be the Client's place of business.
3. The legal relations between the Parties and these Service and Payment General Terms and Conditions shall be exclusively subject to the laws of the Federal Republic of Germany.
4. Dorfner GmbH & Co. KG is neither prepared nor obligated to participate in dispute resolution proceedings before a consumer arbitration body.

#### **XI. Other Agreements**

1. The Client may only offset claims or assert a right of retention in the event that he has undisputed or legally established counterclaims.
2. The Client consents to being adopted into Dorfner's reference list.
3. The Client undertakes to neither poach the Contractor's staff, nor allow them to be poached, either directly or indirectly. A lump-sum compensation for expenses of € 250.00 is agreed for each case of infringement. This shall not affect compensation claims of the Contractor.
4. In the event that one or more provisions of this contract is/are ineffective or invalid, it/they shall be replaced by a provision that comes as close as possible to the regulatory effect intended by the Parties. This same shall apply to any regulatory loopholes. This shall not affect the validity of the other provisions.