

General terms and conditions for the company HS Büro und Service GmbH, Alfred-Herrhausen-Allee 3-5, 65760 Eschborn (HS)

The following terms and conditions are part of any rental, service or other contract with HS and are issued at the time of contract conclusion.

Obligations of HS

HS provides all services according to contract within the business hours and the extent specified in the agreement. Force majeure or disruptions caused by technical nuisance are excluded.

In case of local rentals HS shall hand over the office space in good and clean condition.

Obligation to confidentiality of HS

HS and its employees are obligated to maintain silence towards anyone, concerning all business and company secrets of which they have acquired knowledge in conjunction with their work for the client and any outcome thereof. This also applies after the termination of the contractual relationship.

However, the obligation to confidentiality does not apply (anymore), if the information concerned is overt or will be overt in the future without violation of the preceding confidentiality agreement.

Obligations of the client

With the use and return of office rooms, furniture, keys, technical equipment and general areas being used outside the office rooms, correct and proper handling is assumed. The client is liable for any damage or loss caused by the client or persons within client's control. With termination of the contract, the client is obligated to return the office rooms to the condition in which he found them or to reimburse any costs that may occur for necessary aesthetic repairs.

The client is obligated to take out any necessary insurance for his business and office rooms, especially business liability insurance, to maintain these at his own cost for the duration of the contractual relationship, and to prove their continuance to the landlord as requested.

The client is obligated to have his company registered at the responsible departments of commerce and finance.

Use of rented premises / structural alterations by the client

The rented premises are to be used solely as office rooms, not as salesroom or retail shop, and for industrial purposes only. A sublease or any cession to a third party is only permitted with written consent from HS. The keeping of pets on the rented premises is forbidden.

Smoking is strictly forbidden in all rooms of HS.

The client is not permitted to undertake any structural alterations, especially remodelling or installations etc. without written consent from HS. He is liable for any damage caused by such alterations. The client is obligated to return the rented premises to their original condition upon moving out.

Renovation / Technical Changes on behalf of the client

In any case, on termination / moving out the client bears the cost for renovation of 300 Euro per office.

If the client requires specific technical equipment or changes to the provided standard infrastructure of HS (e.g. VPN access to company networks, network communication of multiple PCs, specific telephone routing) he has to carry the respective costs associated with these efforts.

Telephone data recording

For the calculation of the phone call charges HS records the connection information of the client (incoming and outgoing phone number, duration of call). The respective information is only used for that purpose and third parties have no access to this data.

Advertising efforts on the premises

Any advertising efforts are to be agreed upon with HS. Particularly, any existing collective sign facilities are to be used by the client, and the arising costs are to be borne proportionately by the client.

Any other advertisement can only be installed with the explicit, written permission from HS.

Energy performance certificate

The energy performance certificate of the building at Alfred-Herrhausen-Allee 3-5 can be requested from HS at any time. The energy performance certificate does not become a part of the contract. The client will not file any claim based on the energy performance certificate against HS.

Entrance to the rented premises by HS

HS and/or an appointee can enter the rented premises in order to inspect the condition or for other significant reasons. If the rental contract is terminated in due time, HS and/or an appointee can enter the rented premises together with a prospective client within business hours and with timely notice.

Duration of contract, contract termination and vacating the rented premises

Should the client not vacate the rented premises in due time of the rental contract termination or upon termination without notice, he is obligated to pay HS a compensation for use in the amount of the usual monthly rent, paying the full monthly amount per month or part thereof.

Contracts can be terminated by HS for significant reasons with immediate effect, without a notice period, if the client does not comply with his contractual obligations. Reasons for a contract termination without notice may be:

- The client has fallen behind with his rental payments or a significant part thereof on two consecutive occasions.
- The client has fallen behind with payments that amount to the equivalent of two months' rent over a period of more than two months.
- The client is in the process of insolvency proceedings.
- The client does not pay the rent deposit despite a reminder with fixing a period of time.
- The client significantly violates the house rules or commits equally severe contract violations despite a written warning.

The right to termination without notice remains intact, even if the client's assets are involved with insolvency proceedings, if legal settlement proceedings are ongoing, or if the petition for such proceedings is denied due to lack of assets.

If the property owner of HS terminates the rent contract without notice, HS has the right to cancel also the rent contract with the client without notice. The client has no right to be compensated for any damages caused by the termination.

In the case of termination without notice, the client has to vacate the rented premises within one week.

In the case of termination without notice, HS has the right to deny the client access to the office facility and the office rooms covered by the contract. Entrance for the sake of vacating proceedings is permitted. The legal regulations for landlord's lien apply. These regulations apply for terminations with due notice at the end of the notice period accordingly.

In the case of termination without notice by HS, the client is obligated to reimburse HS for any damage caused by the termination without notice.

Offsetting

Offsetting or a right of retention on the client's part due to debt claims against HS are barred. The client cannot relinquish, transfer or mortgage the rights and claims arising from his contract with HS.

Interest for default

If payments are delayed HS may apply additional interest of 5% above the official interest rate of the German Federal Bank.

Client liability

The client is liable for all damages caused by the client or persons within client's control. Any damage is to be reported to HS immediately. The client is liable for any further damage caused by late notice.

Should the client lose his key(s), he will be charged for the supply of a replacement and the subsequent cost for securing the locking system.

HS liability

HS is liable for damages, which the client suffers through wanton or grossly negligent conduct on HS's part. In the case of negligent conduct, HS is only liable for the violation of material contract obligations, contractually predictable damages or if the client is incommensurately disadvantaged.

HS is not liable for:

- Disruptions in the agreed services which are due to extraordinary circumstances such as strike, lock-out, force majeure, or subsequent service interruptions.
- Forwarding errors due to misunderstandings between individuals who give or receive information, concerning the content of this information.
- Delays in the forwarding of messages due to default on the postal service's or other forwarding service's part, which lie outside HS's influence.
- Items brought onto the rented HS premises by the client.
- The safe disposal of confidential documents.
- Non-adherence to legal requirements when renting offices or meeting rooms (e.g. health and safety rules).

- Loss or damage of the client caused by the usage of data communication facilities (e.g. LAN, WLAN, internet) provided by HS.

HS denies any liability for acts on the client's part, especially in conjunction with the use of the supplied communication means (e.g. websites visited and downloads made by the client using the HS facilities).

The client is obligated to notify HS promptly of any damages which he has the intention of making HS liable for.

Changes to the legal structure, sale of the company

Changes to the commercial register, business registration, representation settings or any other, contractually relevant issues, are to be immediately reported to HS by the client.

If the client changes the legal structure of his company from an individual enterprise to a business partnership or an incorporated enterprise, the client's personal liability for all obligations of this contract remains unaffected. An additional agreement is to be made, entering the incorporated enterprise into the existing contract.

Should the client's business or part of it be sold, a prior agreement with HS is necessary, due to the transfer of this contract to the successor in interest. There is no entitlement to the transfer of this contract. Without a transfer agreement, personal liability remains with the client.

Should the owner of HS decide to sell the business, the client agrees to all contractual rights and obligations being transferred to the new owner.

Supplementary agreements

Supplementary changes and amendments to a contract need to be in writing. Any possible additional agreement as well as supplementary agreements are only effective, if HS has given written affirmation. Should one of the stipulations of a contract be or become void, all other stipulations remain unaffected. Such a stipulation will be replaced by an effectual regulation, which best meets the demands of the contracting partners while prudentially recognizing the contract. If the ineffectiveness is based on a service or time regulation, it will be replaced by the legally permissible rate.

Place of jurisdiction

Place of jurisdiction for all disputes arising from this contract as well as for issues concerning the existence of this contract is the business location of HS. The laws of the Federal Republic of Germany applies.

Terms and conditions effective from 01.09.2022