

GENERAL TERMS AND CONDITIONS OF BUSINESS

for services of the company
Team Konzept Facility Services GmbH

hereinafter referred to as the Service Provider

1. Scope of applicability

- 1.1. These General Terms and Conditions of Business apply for all legal transactions of service company Team Konzept Facility Services GmbH, hereinafter referred to as the “Service Provider”, with its contract partner, hereinafter referred to as the “Principal”.
- 1.2. Insofar as individual contractual provisions exist that deviate from or contradict the provisions of these GTC, the individual contractual provisions shall take precedence.

2. Subject of the contract

- 2.1. The parties agree that the cooperation shall be implemented in accordance with the specific arrangements made in the individual contract.
- 2.2. The Service Provider shall be free to also work for other customers.

3. How the contract arises

- 3.1. The contractual relationship for the services arises through the placement of a customer order by the Principal (offer) and its acceptance by the Service Provider. The Principal shall be bound by the placement of a customer order (offer) for two weeks.
- 3.2. The subject of the contract / an exact definition of the tasks shall be described in the written purchase order.

4. Term of the contract and termination

- 4.1. The contract shall begin and end on the individually agreed date.
- 4.2. Termination without notice for good cause is possible. Good cause shall be deemed to exist, for example, if:
 - the Principal defaults on two consecutive due payments and fails to make payment after the lapse of a reasonable additional time limit.
 - after the conclusion of the contract the Principal falls into financial difficulties (inability to pay, insolvency), unless an application has already been filed for the initiation of insolvency proceedings.

5. Scope of performance, the parties' obligations

- 5.1. The services to be provided by the Service Provider shall, as a rule, include the tasks listed in detail in the order placed by the Principal.
- 5.2. If the Service Provider is actually unable to fulfil an order as provided for in the contract, it must promptly notify the Principal to that effect.
- 5.3. The Service Provider shall provide the equipment necessary for the provision of the services and the necessary personnel. The parties shall make every effort to support the other party, according to their best knowledge and judgement, in the fulfilment of the respective undertaking through the provision of information or experience, in order to ensure that work proceeds smoothly and efficiently for both parties.
- 5.4. Each of the parties may request changes to the agreed scope of the services from the other party in writing at any time. After receiving a change request, the recipient shall verify whether the change is practicable and under what conditions and promptly inform the applicant of its consent/refusal in text form, where applicable justifying it. If a change request of the Principal requires a comprehensive review, the Service Provider will be able to charge the review expenses in that connection, provided that it gives advance notification and the Principal nevertheless insists that the change request be reviewed.
- 5.5. If necessary the contractual adjustments of the agreed terms and conditions and performances necessary for a review and/or change shall be recorded in writing in a change agreement and shall be carried out in accordance with these General Terms and Conditions of Business.

6. Prices and payment terms

- 6.1. Services shall be due and charged according to the fixed price specified in the individual contract either after completion or monthly where the remuneration is agreed on a time and materials basis, unless different invoicing is agreed in the contract.
- 6.2. Specified estimates for services on a time and materials basis, particularly in cost estimates, are non-binding. The quantity rates on which an estimate is based are based on a valuation of the scope of the services carried out according to best knowledge.
- 6.3. VAT shall be invoiced at the VAT rate applicable at the time when the service is performed.
- 6.4. Invoices shall be payable upon receipt without deductions. If the invoice amount is not received within 30 days from the invoice date, the Service Provider shall have the right to demand interest for delay. The interest for delay shall amount to 9% p.a. over the base interest rate applicable at the time of the calculation.

7. Liability

- 7.1. The Service Provider shall only be liable under the provisions of law in cases of wilful misconduct or gross negligence, due to loss of life or injury to the body or health or due to a breach of key contractual obligations. However, the claim for compensation for losses for a breach of key contractual obligations due to minor negligence shall be limited to the foreseeable losses under a typical contract, insofar as the liability is not for loss of life or injury to the body or health. The limits for the liability in the event of negligent action amount to:

a flat rate for property damage or financial losses	in EUR
per insurance claim	5,000,000
for all insurance claims in an insurance year	15,000,000

- 7.2. The Service Provider shall be liable to the same extent for culpability of its vicarious agents and representatives.

- 7.3. The provisions of paragraph (7.1) above extend to compensation for losses besides the service, compensation for losses in lieu of the service and claims for compensation due to needless expenses, irrespective of the legal basis, including liability due to defects, delay or impossibility.

8. Complaints

- 8.1. The Principal must report any complaints with regard to the service provided in writing or by e-mail. The Service Provider shall have a reasonable time limit to review the complaints and eliminate the shortcomings.

9. Place of jurisdiction

- 9.1. German law applies exclusively for the business relationship between the parties.
- 9.2. If the Principal has no general place of jurisdiction in Germany or in another EU Member State, the Service Provider's registered office shall be the exclusive place of jurisdiction for all disputes stemming from this contract.