

GENERAL TERMS AND CONDITIONS of ecos office center hamburg

Business Center in den Colonnaden 5 GmbH & Co. KG
Colonnaden 5
20354 Hamburg

(Service provider)

1. Scope of application

These General Terms and Conditions (GTC) of the Service Provider apply exclusively to entrepreneurs, legal entities under public law or special funds under public law as defined by § 310 Paragraph 1 BGB (German Civil Code). We shall only recognise any terms and conditions of the Customer conflicting with or deviating from our General Terms and Conditions if we expressly consent to their validity in writing. These General Terms and Conditions shall also apply to all future transactions with the Customer, insofar as these are legal transactions of a related nature.

2. Subject matter (contents and components of the contract)

These General Terms and Conditions of the Service Provider apply to all services and essentially cover the following areas:

ecosOFFICE: Office space incl. ancillary costs and full service

ecosCONFERENCE: Meeting and conference rooms incl. equipment and service

ecosVIRTUAL OFFICE: Business address with postal and personal telephone service

ecosSECRETARY: Professional secretarial service from A-Z

ecosPHONE: Personal and individual telephone service

ecosCOWORKING: Use of office space with other companies

ecosWORKSPACE: Flexible use of workstations with hour allocation

ecosMAIL: Representative business address with postal service

ecosSMART: Business address incl. service & use of conference room

ecosCITY NET: More than 5 and up to 22 business addresses

ecosMEETING NET: Use of conference rooms at several locations

2.1 In addition, the contractual relationship with the Customer shall include an overview of services and prices with attachments in their current version as well as the house rules of the respective location, which shall be made known to the Customer at the time the order is placed.

2.2 The Service Provider shall provide its services in accordance with the service description of the service selected by the Customer and in coordination with the Customer, taking into account the Customer's details provided in the Customer data sheet. The Customer may make use of further services described in the service and price overview for an additional fee, insofar as is provided for in the respective service package. There is no obligation to accept such additional services.

2.3 The Service Provider reserves the right to subsequently change or supplement its range of services. In this case, the Service Provider shall inform the Customer of any changes in writing or text form 4 weeks in advance. If the amended or supplemented service description deviates from the previous service to the detriment of the Customer, the Customer may exercise his extraordinary right of termination within 14 days of receipt of the notification. Otherwise, the amendment or supplement shall be deemed to have been approved and agreed. The Service Provider shall refer to this again separately in the respective notification.

2.4 The Service Provider may transfer his rights and obligations from the contract to third parties at any time. In this case, the Service Provider shall ensure that the third party complies with comparable data protection and confidentiality standards as the Service Provider and that no legitimate obvious interests of the Customer prohibit this.

3. Individual services: ecosOFFICE (provision of office space as part of the service)

3.1. ecos office as a service contract does not constitute a rental or leasing agreement; rather, this contract is similar to an accommodation contract in the hotel industry, so the premises are provided for the use of contractual services. The Customer may only use the space for the contractually agreed purposes. The transfer to third parties is generally prohibited and only permitted in exceptional cases with prior express written consent by the Service Provider.

3.2. ecosOFFICE includes the provision of the office space specified in the contract in the condition specified in the office handover protocol. The space provided may only be used in accordance with the agreement (office work, meetings). Without prior written consent by the Service Provider, the production or storage of goods, storage or use of objects or materials that could endanger the office space or persons are therefore prohibited. Realization of advertising events, celebrations and receptions.

3.3 Structural or other changes to the premises, in particular conversions and installations, may only be carried out with prior written consent by the Service Provider. When the Customer moves in, an office handover protocol must be signed in which the condition of the premises as well as the inventory contained therein, and all keys and access cards and/or transponders are listed. The Customer is not entitled to cosmetic repairs during the term of the contract. The Service Provider can carry out cosmetic repairs for a given reason and will announce such measures with reasonable advance notice and ensure that the Customer's business operations are not unreasonably disrupted.

3.4 The Customer shall treat the premises and any items provided as well as the jointly used office space, equipment, telecommunications facilities, networks and EDP with care and ensure that the use of other offices or common areas is not impaired, in particular due to noise disturbance.

3.5 The Service Provider, or a commissioned third party, is entitled to enter the premises if their condition or the technical installations and/or the necessity of maintenance require such access, or if there is another important reason. The Service Provider will announce this with reasonable advance notice. In the event of imminent danger, the Service Provider may enter the premises at any time.

3.6 After termination of the service contract, the Service Provider and/or an authorized representative is entitled to enter the offices with interested parties after announcement with reasonable advance notice during business hours.

3.7 The Service Provider is entitled to allocate other office space to the Customer if it corresponds to the previous space in type, size and equipment. The Service Provider will inform the Customer of such a relocation with a reasonable advance notice, but at least 14 working days.

3.8 Upon termination of the contractually agreed use of the office space made available to the Customer for a fee, the Customer shall return the office space, the complete furnishings and the telecommunications equipment to the contractual partner intact, fully functional and complete. Upon termination of the contract, the Customer shall pay a cleaning flat rate of €200.00 per workstation provided. In addition, the Service Provider shall invoice the Customer separately for any additional repair or maintenance costs incurred (for example for floor covering renewal, painting work, furniture replacement) in accordance with the current price list.

4. Individual services: ecosVIRTUAL OFFICE, ecosPHONE, ecosMAIL, ecosSMART, ecosSECRETARY: Services with service components business address and/or postal, e-mail and/or telephone service, secretarial service

4.1 The Service Provider offers services according to the description of the ordered service and in consultation with the Customer, or where not possible in individual cases, corresponding to the presumed will of the Customer.

4.2 If this includes the use of one or more telephone numbers, there shall be no entitlement to the use of specific telephone numbers or to their entry in (public) directories. The Service Provider is the owner of all rights and obligations to the telephone numbers provided for use, so there is no entitlement to the provision of telephone numbers after termination of the contract. In all other respects, the notes and agreements on the reporting regulations etc. shall apply in accordance with Annex 3 to the contract.

4.3 Insofar as the scope of services includes the processing of calls with a standardized or agreed caller greeting, such a service can only include simple business transactions, for example information on attendances/absences, callback requests, order acceptance, provision of simple information, if determined between the parties in advance and possible according to a simple standardized pattern.

4.4 Insofar as the scope of services includes notification of the Customer, for example, recording of conversation notes, receipt of post/e-mails/faxes, etc., the Service Provider can only guarantee timely and proper dispatch of the information/message. Timely retrieval of the message is the exclusive responsibility of the Customer.

4.5 All services shall always be performed with the utmost care. There remains a residual risk that incomplete, unclear or incorrect information may be transmitted to the Service Provider in individual cases, or that employees of the Service Provider may understand and forward information incompletely, unclearly or incorrectly in terms of content. The Service Provider assumes no liability for the accuracy and completeness of the information and data provided and/or transmitted.

4.6 If addresses, telephone numbers etc. are made available to the Customer in accordance with the service description, all rights to them remain with the Service Provider. The right of use of the Customer exists only during the contract period.

4.7 The Service Provider reserves the right to temporarily restrict or interrupt its services for important reasons. This applies in particular to short-term occupancy of all secretarial workstations, unforeseeable above-average call volumes, technical causes and changes to hardware or systems, maintenance or repairs, etc. which are necessary for proper or improved performance. The Service Provider will implement all reasonable measures to avoid impairments as far as possible or to keep them as low as possible.

5. Term of contract

The contract term begins with the date set out in the contract under 3.1 "Start of Contract Term" for the minimum term set out under 3.2 "Minimum Contract Term" and is extended by six months in each case if the contract is not terminated in writing six weeks prior to expiry of the minimum term. After the end of the minimum term, the notice period is extended to three months.

6. Service costs/Payment/SEPA corporate direct debit mandate

6.1 The basic service fee stipulated in the contract under 2. is due monthly in advance free of postal charges and other expenses to the Service Provider. Additional services will be invoiced separately at the beginning of the following month according to the current service and price overview and are due immediately after invoicing without deduction. The Service Provider reserves the right to invoice the agreed basic, usage and service costs by post or electronically by e-mail.

6.2 The basic service charge and the additional services shall be debited from an account to be designated by the customer by direct debit. The Customer undertakes to grant the Service Provider a SEPA corporate direct debit mandate. In the event of account changes, the Customer undertakes to issue a new SEPA company direct debit mandate in each case. A fee of €20.00 will be charged for return debits.

6.3 Six weeks after receipt of the invoice by the Customer, the invoicing shall be deemed to have been approved by the Customer, unless the Customer has objected to it in writing within this period, stating the specifically objected invoice items. The Service Provider can therefore refuse to change

the invoice after the deadline has expired. This period for complaints regarding invoicing shall not affect the Customer's payment obligation.

6.4 The respective basic service fee shall be adjusted annually at the beginning of a new contractual year for the following year at the discretion of the Service Provider in order to take rising costs into account (rent, fees, levies or other charges related to the entire unit, rising wage costs) and inflation.

7. Obligations of the Service Provider

The Service Provider is responsible for the proper operation of the office within the specified business hours and within the agreed scope of services. Disruptions caused by force majeure, technical problems and holidays and/or illness of personnel are excluded. In this case, however, the Service Provider is obligated to eliminate such disruptions within a reasonable period of time or to arrange for their elimination. The Service Provider is not obligated to accept registered letters, orders, invoices and other goods if payment obligations and costs arise for the Service Provider as a result. The Service Provider acts on the basis of this contract neither as a representative nor as a vicarious agent of the Customer. The Customer will therefore indemnify the Service Provider against any claims by third parties on first demand. Both parties act within the scope of this contract with the diligence of a prudent businessman.

8. Obligations of the Customer/liability

8.1 The Customer shall be liable to the Service Provider in the full amount of the replacement value (same or equivalent item, new price, new equipment, furniture) for all damages to the offices, furnishings, equipment and/or telecommunications facilities, network and EDP provided for use resulting from negligent, grossly negligent and/or intentionally harmful use or treatment by the Customer and/or the Customer's visitors or co-users. The same applies to all damages caused by the Customer, visitors or co-users to the office space, furnishings, equipment, telecommunication equipment, networks and EDP used jointly with the Service Provider and third parties. Obligations regarding the use of the office space continue to arise from the house rules for business premises. In the event of termination of the contract by the Customer, the Customer is obligated to inform his business partners in good time in order to avoid recourse to the Service Provider beyond the contractual term. If the Customer fails to fulfil this obligation, he shall be obligated to pay the contractually agreed service fees until the use of the Service Provider ends, but at least €2,500.00 in damages.

8.2 The offices, addresses or telephone and telecommunications equipment may not be used for the transmission or forwarding of illegal or offensive content or for any other purposes damaging to the Service Provider.

8.3 Deposit: The Customer shall pay a deposit of three gross basic fees as security for the fulfilment of his obligations and/or for the satisfaction of claims for damages. The deposit is due upon conclusion of the contract. The Service Provider shall pay interest on the deposit in accordance with the terms of the applicable savings interest with statutory notice period, whereby the interest shall increase the deposit. The Service Provider reserves the right to demand an increase in the deposit if the services used exceed the above amount. Repayment shall be made in accordance with the statutory provisions insofar as no due payment claims exist and no claims for damages are asserted.

9. Termination

Irrespective of the termination option pursuant to Section 5. of these GTC, the Service Provider may terminate the contract without notice if the Customer is more than two weeks in default of payment of the due service fees, if the Customer ceases to make payments, or if judicial settlement or insolvency proceedings are instituted against the assets, or if the opening of such proceedings is refused due to lack of assets, or if the Customer violates obligations, in particular those specified in Section 8. of these GTC. The termination of the Service Provider's main rental contract also entitles the Service Provider to terminate the contract without notice. In the event of termination without notice by the Service Provider, the basic service charges still outstanding for the term of the contract shall be due and payable immediately as compensation for non-performance, except in the event of termination of the main rental agreement. The Customer agrees to delivery to his office address.

10. Set-off/Right of retention/Assignment/Lien/Transfer for use

The Customer may only offset counterclaims with a recognized or legally enforceable claim. The same applies to any right of retention of the Customer. The Customer may not assign, transfer or pledge the rights and claims to which he is entitled under the contract. The Service Provider has a lien on the Customer's items brought in for all claims, including future claims arising from the contract. A transfer of use of the service object to third parties requires prior written consent by the Service Provider.

11. Liability

11.1 The Service Provider offers services to the best of his knowledge and belief and shall be liable in case of intent or gross negligence in accordance with statutory provisions. Liability for indirect and consequential damages, even in the event of default on the part of the Service Provider, is excluded. Liability for any guarantees is regardless of negligence or fault. In the event of slight negligence, the Service Provider shall be liable exclusively in accordance with the provisions of the Product Liability Act, for injury to life, limb or health or for breach of fundamental contractual obligations. The claim for damages for the slightly negligent breach of essential contractual obligations is, however, limited to the foreseeable damages typical for the contract, unless liability is assumed for injury to life, limb or health. The Service Provider shall be liable to the same extent for the fault of vicarious agents and representatives.

11.2 The regulation of the above clause 11.1 extends to damages in addition to performance, damages in lieu of performance and claims for compensation due to futile expenditures, regardless of the legal basis, including liability for defects, default or impossibility.

11.3 Under no circumstances shall the Service Provider be liable to any third party for the content of any letter, telex, telephone call, communication or action which the Service Provider has processed on behalf of the Customer or which the Service Provider produces, transmits or undertakes under the contract with the Customer.

12. Competition protection/Advertising/Non-solicitation and non-competition clause

12.1 Competition protection for the Customer is excluded.

12.2 Advertising measures must be coordinated with the Service Provider. In particular, company signs may only be affixed to the designated collective sign system. Due to the uniform appearance in type and colour, the signs may only be procured and installed by the Service Provider. The costs shall be borne by the Customer. Other advertising measures may only be performed with the express permission of the Service Provider. The authorization may be revoked. In this case, the Customer is obligated to restore the previous condition. The Customer is liable for all damages arising in connection with these installations. Compliance with the general technical and official regulations concerning the type, installation and maintenance and the measures required for this purpose shall be the exclusive responsibility of the Customer.

12.3 The Customer, the Customer's employees or affiliated companies are prohibited from offering or procuring services for themselves/the company, affiliated companies or third parties to employees and/or associates of the Service Provider as well as former employees who left the employment of the Service Provider less than 12 months ago, from commissioning services to them (privately) or from procuring such services. The Customer undertakes to inform employees and affiliated companies of these prohibitions. These prohibitions shall also apply for a period of 12 months after termination of the contract.

12.4 The Customer may not perform any office service activities that are in competition with the activities of the Service Provider, in particular not offer similar services. In the event of an infringement, an immediate contractual penalty of €15,000 (in words: fifteen-thousand Euro) is due. The Service Provider also reserves the right to assert further claims for damages and the right to terminate the contract without notice.

13. Change of the legal form of the Customer

If the legal form of the Customer changes, if changes occur in the commercial register, the business registration or any other connections important for the contractual relationship, the Customer must notify the Service Provider immediately. In the event of a change in the Customer's legal form or shareholding, the contractual relationship shall remain valid without the conclusion of a new contract. In the event of the sale of the Customer's business or a part thereof, the transfer of the contract to the buyer shall require a separate agreement with the Service Provider in advance. There is no entitlement to the transfer of the contract.

14. Name/Copyright/Data protection/Final provisions

15. The Customer grants the Service Provider permission to respond to contact in the name of the Customer and with the Customer's name. In this respect, the Customer waives the corresponding rights to names and copyrights. The Service Provider does not act on behalf of the Customer as a representative, agent or vicarious agent.

16. The Customer grants the Service Provider permission to pass on data collected and processed within the scope of the office service to third parties in accordance with the Customer's requirements and wishes. The data protection regulations must be taken into account accordingly. This shall apply until revoked in writing.

17. Changes of these General Terms and Conditions, the services or prices will be communicated to the Customer with an advance period of 4 weeks. If the Customer does not object within 14 days of the written notification of the changes, they shall be deemed approved and agreed. The Service Provider shall refer to this again separately in the respective notification. 2.3. of the General Terms and Conditions shall also apply to services.