

## Terms and conditions (AGBs)

### 1. General

The scope of services are agreed from both sides by written agreements which shall prevail. If a contract is concluded, those services, marked in the contract, are agreed. Oral side agreements will only be valid if confirmed in writing. This also applies to a possible lifting of the above sole valid written form.

### 2. Performance obligations

The Gründerzentrum GO Panke GmbH (Albus) offers business services to companies. They can use business addresses given by Albus; details are dealt with in the service contract. There, the parties are considered, Albus, for the Gründerzentrum GO Panke GmbH and Company means the customers of the services.

Additional services are offered in the Service List of Albus or be enrolled in [www.albus-berlin.de](http://www.albus-berlin.de). Albus reserves the right at any time, updating and amending the schedule of services, ie prices for additional services can also be updated during the time period of validity for the service agreement.

The company can contradict to price changes within a period of 14 days after the invoice date of the invoices which they have received. In the case of a contradiction Albus may terminate the contract. For this the agreed termination period of 32 days to the end of a month, ie the end of the next month, if the termination was not received at last day of the month. After expiry of the aforesaid period of 14 days after the invoice date, the company has recognized the change in price. Retroactive contestations of price changes are excluded. The prices for services are to be taken thus from the service list which is valid at the time when the service is received. This also applies to the currently free forwarding of calls to landline or mobile phone network Vodafone. Should the Flat-rates be cancelled then billing of the calls would be applied.

Unless otherwise agreed, Albus will send a short info-mail for each inbox or telephone entry, which will be billed according to the current performance index (price list) at the end of the month. With special written instructions by the company it is also possible to dispense the notification, with the exception of important entries, such as inscribing, formal deliveries, parcels and visits from People who are looking for customers at Albus, eg court officials. In all these cases, cost-based email or telephone notifications are obligatory.

The sending of the received post to the company can be arranged on a regular basis, but it can also be ordered by means of individual notifications. The collected mail will be sent together in an envelope of up to 1000 grams, whereby the service fee for postage collection is only payable per collector letter. The postal charges will be billed at the rates of the Deutsche Post AG without additional service charges.

The customer may change at any time his contract scope with written notice. With cuts the above mentioned termination period has to be applied, extensions are immediately possible (with a proportional settlement of the remaining days of the month).

Albus, can cover its financial requirements from treaties and agreements of the company with third parties.

If the use of an office workplace has been contracted, the company can use the office work-

place by registration via mail to [office@gzberlin.de](mailto:office@gzberlin.de) or telephoning the business center secretary (both must have been confirmed via mail), or without registration desk spontaneously when it is free.

### 3. Contract deposit

The deposit agreed in the service contract will be settled against any claims and the remainder will be repaid upon termination of this contract. The amount of the security can be increased appropriately during the term of the agreement, in particular if the individually charged services are regularly unusually high. The deposit reserve is not interest-bearing. If this contract is terminated by the Company before the expiration of 12 months, a portion of the deposit will be withheld as a fee, depending on the duration. E.g. In the event of termination after only 4 months term, only 4/12 of the deposit will be repaid; After 12 months and longer 12/12, i.e. The total deposit. The deposit is to be paid in cash, by bank transfer or by check account upon conclusion of this contract. All verifiable services shall be commenced only upon receipt of this deposit.

### 4. Prices and Payment conditions

The accounting course is with the beginning of each month unless otherwise agreed and is payable within 7 days of invoice date by bank transfer or last-written draft or by cash to the account specified in the service contract or, where appropriate to another in written form communicated account. Cash payment is also possible. The cost of separately billable services are billed at the end of each month. The agreed or the individually-calculated cost of postage are to be paid free of charge and without deduction.

For the correctness of the payment, not the dispatch, but the bank transfer dates are valid. Service charges and special services from the previous month by direct debit from a debit-off by the company to be nominated account debited. The special services shall be settled at once by Albus and then have to be paid immediately, ie within 5 days after the invoice date, or by direct debit withdrawal. The company is give a debit authorization to ALBUS and to inform Albus about any changes of bank accounts immediately.

Alternatively, is the timely payment by standing order to transfer possible. In addition, billed services, in addition to the monthly rent to be paid separately, or this is a debit authorization to give. This possibility goes out when payment is received more than once after the third day of the month. Then the bus is immediately debit granted.

Albus want to charge interest on bank practices. The additional expenses caused by repeated payment reminders or unauthorized callbacks of direct debit are to be beared by the company. Albus reserves the right to de-created it charges to act upon because of their extra administrative expense, the company recognizes this.

For maturing exhortations to be at least € 3, - the customer to be billed. Visit collection at € 9, - due. For larger expenses Albus has the right to have expected a higher amount. The assertion by Albus of expense costs is not excluded.

ALBUS has the right for intermediate billing. These are due within 5 days of the invoice date.

### 5. Service interruption for non-payment

If the customer has 30 days after the date of the

service bill not paid, then Albus can either immediately interrupt all services or Albus can terminate the contract without notice. The agreed monthly fee is not to be shortened proportionately, due to service interruption. After complete receipt of the outstanding debts, the performance interruption will immediately end for the non-terminated contract.

### 6. Liability

Albus is committed to carry out all services with care and in good faith. Any liability claims by the companies that are justified by consequences of the services are excluded, unless it can be proved, that Albus did intent to harm the company or gross negligence can be proven. In this case, the maximum liability is limited to the amount of three monthly contract payments, which were agreed in the contract. Higher liability claims by the company are excluded.

The company is committed to give true information about his business and to present its business registration and the identity card of the person, which is responsible for the company. The company is liable for damages which have been made based on false information from his side. The claim for further damages remains unaffected.

### 7. Validity

The service contract or service contract is valid with the original - signatures. This is true even if the signature was received by fax or email. If the contract is not returned to the first signer within 7 days after the first signature with the second signature, then the first signer can remind by writing and withdraw its signature after another 7 days if the contract with the second signature was not returned to him within this time period.

The settlement of the contract fee will apply from the date for the performance begin, agreed at the first contract page, even if the deposit is received later.

If parts of the service contract and these terms and conditions are not legally effective or ambiguous, other parts are not automatically ineffective. Both sides agree the hereby to replace these parts by legal, valid and unambiguous terms. The changes should be carried out in such a way, that the intention of this agreement remains unaffected.

### 8. Other

As Albus and company, the parties will also be understood when a number, if necessary, legal persons are contract partners. All parties, described in this agreement parties have to sign the contract by their legally responsible person.

The company agrees to be listed in reference lists of Albus.

### 9. Jurisdiction

Jurisdiction is Berlin, Germany.