

# GENERAL TERMS AND CONDITIONS

## **eOffice GmbH**

Wiedfeldtstr. 21 - 45133 Essen, Germany

CEO: Dipl.-Ing. Jörg Asthoff

Registered Essen, HRB 25356

VAT-ID: DE207067729

Account:

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Valid from 01.01.2019

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## § 1 Object of Agreement

1.1 Contractual Subject of this Agreement shall be the provision of Business Services by the eOffice GmbH to the Customer as an external party.

1.2 The eOffice GmbH shall provide to the customer those current services mentioned in the service catalogue and price lists (prices with VAT incl.)

These services will be offered at the prices mentioned there with an additional levy of VAT [Value Added Tax], current rate: 19%. The services can also be engaged individually.

## § 2 Contract Period, Begin of Contract

The contract shall come into force on the point of time of booking that is predefinition of kind, amount of services including list prices or individual quotation.

## § 3 Liability Clause

3.1 The eOffice GmbH will not be held liable for any situation which is not the consequence of his action.

3.2 The eOffice GmbH will be held liable for those situations that arise as consequences of his actions.

In such cases, his liability will be to the extent of his intention and his negligence. If the eOffice GmbH however does not fulfill his other duties due to pure negligence, [whereby 'other duties' refer to those duties apart from the core duties that he has arising from the contract], he will be excluded from all liabilities.

This exclusion from liability does not however include any damage or injury to the body, life or the health of a person, which is the result of the negligent breach of duty by the eOffice GmbH or an intentional or negligent breach of duty of his legal agent or his accomplice. Exclusion from liability will also not apply in cases of damages for which the eOffice GmbH is insured.

3.3 The customer will be held liable for all damages caused due to intent or negligence of his associates, suppliers, workers or visitors.

3.4 The eOffice GmbH is not liable for interruptions in operations initiated by higher authorities or as a consequence of situations for which he is not responsible, e.g. strikes or lock-outs.

3.5 The eOffice GmbH will not be liable for the contents of the correspondence [datas, emails, faxes, notes] that he prepared, edited or forwarded or for actions that he undertook under the orders of the customer. This applies especially to the correctness and the fulfillment of the delivery dates mentioned in the above mentioned communications.

## §4 Payment Conditions

4.1. The bill must be paid by delivery or fulfillment in cash. We do not accept credit cards. The agreed prices exclude delivery costs, installations, support or other services. All those services can be ordered additionally in advance or after delivery and fulfillment. The prices is fixed in the price list or on demand. Invoices going out to other countries could be charged without VAT if the VAT-ID of the costumer is known.

Payment conditions:

1. Cash in Euro
2. With credit card – Master Card, Visa Card – Owner, Card Number, valid until, Signature
3. In the eOffice with EuroCard/Maestro with PIN
4. Via **Invoice up to an amount of 200 Euro**, directly payable, after 10 working days delay we will charge 3% of the amount as penalty.

## § 5 Postal communication, Publications, Information service and Telecommunication services

5.1 The eOffice GmbH is obligated to maintain confidentiality about any information that he may have received during the course of his services to the customer; he may disclose such information to third parties only with prior and explicit instruction of the customers.

5.2 The address and the telecommunication equipment of the eOffice GmbH may not be used for conveying contents or materials of illegal or offensive nature, of criminal intent or for dishonorable purposes as well as for similar publications. The eOffice GmbH is not responsible for the manner of the presentation nor for the content of the services to be provided by him under the instructions of the customer. The customer will be liable to compensate for any damage arising out of his culpable behavior [whereby he also is automatically liable for the culpable behavior of his accomplices] if the eOffice GmbH is called upon to offer any services in a legal matter whether pertaining to the Civil Law or the Criminal Law. The eOffice GmbH is not responsible for the contents of the letters, faxes and communications that he has prepared, edited, undertaken or forwarded under the instructions of the customer who is availing of his services.

## § 6 Transfer of Contract

The eOffice GmbH is entitled to authorize a sub provider in case of capacity constraint in default of technical and employees concerning options.

## § 7 Other Regulations

7.1 There are no other agreements made orally apart from the regulations laid down here.

7.2 If any clause of this present contract should be or become ineffective, invalid, futile or inexecutable, the effectiveness of the remaining clauses of the contract shall not be affected.

The parties to the contract commit themselves to replace the ineffective, futile or inexecutable regulation by another appropriate regulation corresponding to the economic intentions of the contracting parties.

### 7.3 Confidentiality

The contracting parties agree to the fact that, the required data is collected and processed to ensure the execution of this contract, and only for this purpose. The obligations of the eOffice GmbH as per the § 7.1 remain unaffected by this clause. The parties are in agreement that data may be passed onto third parties for purposes of execution of the contract and exclusively for this purpose.

7.4 This Business Services Contract is subject to the Federal Law of the Federal

Republic of Germany.

All claims that may arise in the matter of this contract and its execution are subject solely to the jurisdiction of the Essen courts, as long as it is permissible by law.

#### § 8 others

For all other sales activities and services the validity of the General Terms of Conditions of eOffice GmbH is untouched.

#### §9 Legal Issues:

All legal contracts between eOffice GmbH and costumers will be in accordance with German law. The place of trial is Essen, Germany.