1. Scope and incorporation

1.1 These terms apply to cleaning services provided by DMA Gebäudereinigung UG (haftungsbeschränkt), Altkönigstraße 13, 65779 Kelkheim am Taunus (“DMA”), to customers acting in the course of their commercial or independent professional activities as businesses within section 14 of the German Civil Code (BGB). They do not apply to consumer contracts.

1.2 These terms cover one-off and recurring cleaning services, including agreed additional work. Where a cleaning result is agreed, the statutory rules on contracts for work (Werkverträge) will generally apply. The actual obligations remain decisive; neither recurring visits nor hourly billing alone make the engagement a contract for services (Dienstvertrag).

1.3 These terms form part of a contract when their application is agreed at its formation. DMA supplies the identified version before the quotation is accepted. A non-binding website enquiry or a later website update does not amend existing contracts. Conflicting or additional standard terms of the customer are incorporated only by agreement; individual agreements always take priority under section 305b BGB.

2. Quotations and free initial site visit

2.1 Unless the quotation specifies a different acceptance period, DMA is bound by it for 14 calendar days from its date. That date is not counted and statutory time-limit rules remain applicable. Acceptance must reach DMA within the period. Late acceptance or acceptance containing changes requires DMA’s renewed agreement. A contract is formed by timely acceptance or other matching declarations; a record in text form, such as email, is recommended.

2.2 For a specific request for a quotation, an initial site visit agreed with DMA, recording the main requirements, initial professional advice, assessing the scope and preparing an individual quotation are generally free of charge. This also applies if the customer does not accept the quotation.

2.3 This does not provide unlimited additional specialist advice, planning, surveying or documentation. Any charge requires an express agreement on the additional work and its price or pricing basis before work begins. The summary specification and the detailed specification forming part of the engagement are not charged separately.

3. Scope and contract documents

3.1 The agreed scope must be sufficiently identifiable from the accepted quotation and the documents incorporated when the contract is formed. For recurring services, a concise summary may be used, identifying the property, areas, tasks and frequencies to the extent needed to define the quoted services.

3.2 After acceptance, where envisaged or necessary, a detailed property-specific specification is prepared and agreed with the customer. It may describe rooms or room groups, surfaces, tasks, frequencies, periodic work, attendance times and special requirements. The identified version becomes part of the contract documents by mutual agreement. The scope already agreed remains applicable until then.

3.3 The detailed specification clarifies the agreed scope. Every change to that scope and its pricing consequences requires agreement. After individual agreements, conflicting documents that have been validly agreed rank as follows: the contract and mutually agreed order confirmation; the agreed specification and incorporated attachments; the accepted quotation and summary specification; these terms. Later mutually agreed changes apply to the points expressly changed. A unilateral confirmation or a specification not yet agreed does not

amend the engagement. Website samples are guidance and do not become contract documents merely through publication or a link.

4. Performance, personnel and equipment

4.1 DMA performs the agreed services professionally and with care, observing applicable safety, hygiene and occupational safety requirements. DMA is responsible for staffing and organising its work. Property-specific safety and outcome requirements are agreed with DMA and do not confer an employment-related right to direct DMA's staff.

4.2 The quotation or specification states which party supplies cleaning products, equipment and machines. Unless otherwise agreed, DMA supplies the standard equipment required for the agreed scope, such as suitable cleaning products, cloths, mopping systems and ordinary cleaning equipment. The agreed fee includes that equipment; included products and equipment are not charged again.

4.3 Where the customer is to supply all equipment and materials, it provides the specified suitable products, equipment, machines and materials in good time, in sufficient quantities and in a safe condition. DMA checks their apparent suitability, reports identified concerns and does not use unsuitable equipment. Any necessary replacement and its cost are agreed in advance; a supply shortfall does not itself permit an arbitrary extra charge. DMA remains responsible for professional performance by its own staff and for its own occupational safety duties.

4.4 A separate charge for specialist machines or special equipment, such as scrubber dryers, access platforms or scaffolding, requires an agreement under clause 7. It must not retrospectively add a charge for equipment or work already included. Customer hygiene consumables, such as toilet tissue, soap and paper towels, are supplied only if expressly agreed; purchasing and any replenishment are recorded in the scope.

4.5 Customer hygiene plans are considered when agreeing the services and checked for apparent conflicts with the intended method. Subcontracting essential parts of the services is agreed with the customer in advance; DMA remains responsible for fulfilling the contract.

4.6 Property-specific guidance and safety warnings may also be given directly to the staff carrying out the work. Changes to the scope, additional orders and lasting changes to attendance times are instead agreed with DMA or its authorised site manager. An individual cleaner is not authorised to amend the contract merely by being assigned to the property.

5. Cooperation, materials and property condition

5.1 The customer provides timely access as agreed, supplies the necessary access media and alarm or security instructions, and keeps the agreed areas reasonably accessible. Necessary water and electricity connections are made available free of charge unless otherwise agreed. Unusual obstructions and operational changes are reported in good time.

5.2 The customer informs DMA in good time of known hazards, sensitive materials, coatings, natural stone, pre-existing damage and manufacturer instructions where relevant to the work and not readily apparent to DMA. DMA remains responsible for professional assessment and choosing suitable methods. Where there are reasonable doubts, material suitability, test areas or further measures are agreed before the affected work is carried out.

5.3 For suitable properties, the parties may record the initial condition and visible

pre-existing damage in a report, notes or appropriate photographs. This supports traceability, does not generally exempt DMA from liability and does not change the statutory burden of proof. People, confidential documents and unnecessary data should not be recorded. Contributory fault is governed by law.

5.4 Where required for the agreed work, the customer provides suitable, safe storage facilities and the agreed working conditions. Safety and access requirements are communicated before work begins. The facilities required depend on the actual property; no additional room or equipment requirement arises without a practical need.

6. Access, obstructions and attendance dates

6.1 If agreed work is obstructed, the parties notify each other promptly and agree reasonable replacement dates or adjustments. DMA records the affected areas and does not mark unperformed work as completed. Affected work may be paused while a specific safety risk is clarified; any rights to a price reduction, damages or other remedies remain unaffected.

6.2 Where access is missing, waiting time arises or other cooperation is not provided, claims for payment, compensation or damages depend on the contract and applicable law. Additional effort must be explained transparently; saved expenses and alternative earnings are deducted as required by the relevant statutory rules. The same expense is not charged twice. Obstruction alone does not mean that work which was not performed is treated as completed.

7. Changes and additional work

7.1 Before additional or changed work is performed, authorised contacts agree on it, preferably in text form, specifying the work, price or pricing basis and timing. A request for a change does not automatically extend the agreed scope. Necessary urgent measures and statutory claims are not excluded.

7.2 DMA is informed in good time of added or removed areas or rooms, substantial changes in use or soiling, and changed hygiene requirements or frequencies. Necessary changes to scope, timing and fees are agreed jointly. For hourly or additional work, necessary materials, machinery, travel and disposal charges are also specified beforehand as a price or transparent pricing basis. Additional work not agreed is not automatically included in a fixed fee.

7.3 For separately agreed machine hours, particularly for a scrubber dryer, the hourly rate, billing unit and chargeable usage time are defined before use. The agreement expressly states whether actual machine running time or another specified usage period is chargeable. DMA records the chargeable times. Transport, set-up or operator costs are charged separately only if agreed in advance and only to the extent not already included in the machine or cleaning fee.

7.4 For regularly agreed night, Sunday or public holiday work, any surcharges are included in the agreed fee or separately stated in the quotation. For additional visits, the amount, calculation base, relevant times and any combination of surcharges are agreed in advance. DMA’s employment-related surcharge obligations do not by themselves create an additional payment claim against the customer. Work and surcharges already paid for are not charged twice.

8. Service concerns and corrective performance

8.1 Concerns should be reported to DMA promptly and specifically, identifying the property, area, task and time of discovery. The parties compare the concern with the agreed contract documents. DMA is given a reasonable opportunity to investigate, including on site where necessary. Reporting a concern neither automatically constitutes an admission by DMA nor is a prerequisite for statutory rights to arise.

8.2 If an agreed service is defective, the remedy is determined by the applicable contract law. Where corrective performance is owed, it is provided without an additional charge and DMA bears the necessary expenses allocated to it by law. Any opportunity and reasonable period to remedy apply only to the extent required by law. Statutory exceptions, including unreasonable or failed corrective performance, and rights to self-remedy, price reduction, withdrawal or damages remain unaffected.

8.3 No fee is charged for the ordinary investigation of a concern merely because it is not substantiated. Charges for separately requested additional work require prior express agreement. Any statutory claim for damages due to a culpable breach of duty remains unaffected; an unsuccessful complaint alone does not establish such a claim. No shortened complaint or limitation periods are imposed.

9. Reporting and investigating damage

9.1 Suspected damage connected with the work should be reported to DMA without undue delay after discovery, where possible within 24 hours. This is an operational reporting and cooperation requirement, not a time limit barring claims. A later report does not automatically extinguish statutory rights.

9.2 Reports should preferably be in text form and identify the area or item, describe the damage and state when it occurred, if known, and when it was discovered. Suitable existing photographs or before-and-after records may be provided; their absence does not bar claims. The customer reasonably assists the investigation and mitigation. Necessary protective or urgent measures must not be delayed while awaiting an inspection. The statutory burden of proof remains unchanged. Consequences of a culpably late report are assessed only under the statutory requirements; there is no general exemption from liability.

10. Liability

10.1 DMA has unlimited liability under applicable law for intent and gross negligence and for culpably caused death, bodily injury or harm to health. The same applies to mandatory statutory liability, including under the German Product Liability Act, and fraudulently concealed defects. An expressly assumed guarantee remains effective according to its terms.

10.2 For ordinary negligence, DMA is liable for breach of essential contractual obligations, limited to the loss typical of the contract and foreseeable when it was concluded. Essential obligations are those necessary for proper performance and on which the customer may normally rely, including the agreed cleaning and careful handling of the items being worked on and entrusted access media. Otherwise, liability for damages due to ordinary negligence is excluded unless paragraph 10.1 applies.

10.3 The above limits also apply for the benefit of DMA’s legal representatives, staff and persons engaged to perform its obligations. They do not limit rights to contractual performance, corrective performance or a price reduction and do not change the statutory burden of proof. Liability

is not generally capped at an insurance limit or coverage amount.

11. Acceptance

11.1 Where the agreed obligations are governed by the law on contracts for work and acceptance applies, the statutory acceptance rules, particularly section 640 BGB, apply. A joint inspection and written record are recommended. These terms do not introduce an additional deemed acceptance merely through use, payment or silence. Recurring services are not automatically subject to acceptance after each visit.

11.2 If the customer accepts defective work while knowing of the specific defect, rights under section 634 nos. 1 to 3 BGB regarding that defect are retained only if reserved at acceptance, as provided by section 640(3) BGB. Unknown, latent or subsequently discovered defects are not generally excluded. Claims for damages are assessed separately under their statutory requirements. An acceptance record does not create a wider waiver.

12. Fees, monthly fixed charges and payment

12.1 The agreed prices apply, plus statutory VAT where applicable. Unless otherwise agreed, recurring services are invoiced monthly after the service month. One-off services are invoiced after performance and, where legally required, acceptance. Agreed interim payments remain unaffected.

12.2 Where a constant monthly fee is agreed, the price for the defined annual scope is divided into twelve monthly instalments. The contract documents identify areas, tasks, cleaning frequencies and attendance times, together with the statutory public holidays and planned closures already taken into account. Differences in the number of cleaning days per month do not change the instalment for that agreed scope. An internal monthly factor or hourly estimate does not extend or replace the scope.

12.3 The parties expressly agree whether cleaning takes place on statutory public holidays at the property or whether a visit is omitted without replacement. The monthly instalment remains unchanged for such omissions only where they are already reflected in the defined annual scope and price. An extra charge for bringing forward or making up a visit requires additional work that was not already owed. Where no holiday arrangement has been agreed, these terms do not generally exclude statutory performance or payment rights.

12.4 Planned closures already agreed and priced for are treated in accordance with that agreement. Additional closure days and short-notice cancellations are discussed together with any replacement visit and payment consequences. Without agreement, the applicable statutory rules govern, particularly those on missing cooperation or failure to accept performance; required deductions for saved expenses and alternative deployment remain applicable. The same missed visit or cost is not charged more than once.

12.5 Missed work within DMA’s responsibility is not automatically covered by a monthly fee; the customer’s statutory rights remain unaffected. Starting or ending part-way through a month and material changes to area, use, frequencies or scope are settled under the agreed pricing basis or the applicable law. Any necessary recalculation and its effective date are agreed jointly; unilateral additions or retrospective duplicate charges are excluded.

12.6 Unless a different payment period has been agreed, the invoice is payable within 14 calendar days after receipt, but not before the statutory requirements for payment to become due are met. If these are not yet met when the invoice arrives, the period starts when they are met. The triggering day is not

counted and statutory time-limit rules apply. Different invoice terms apply only if agreed or if DMA grants a longer payment period; an invoice does not unilaterally shorten an agreed period.

12.7 Late payment is governed by section 286 BGB. A reminder is required only where the law requires one; statutory cases in which default occurs without a reminder remain unaffected. Business-to-business payment claims carry statutory default interest, currently nine percentage points above the base rate, and, where the requirements are met, the EUR 40 statutory fixed sum under section 288 BGB. Required offsets and claims for further loss caused by late payment remain unaffected.

12.8 In the event of substantial and continuing payment default, DMA may suspend ongoing services after prior notice and expiry of a reasonable period to remedy the default only to the extent that a statutory right to withhold performance exists. Contractual duties to perform first, justified amounts withheld by the customer and proportionality must be taken into account. Suspension does not automatically entitle DMA to full payment for omitted services.

12.9 Set-off and rights to withhold performance are governed by law. These terms do not introduce additional restrictions, particularly on counterclaims arising from the same contractual relationship or on withholding a reasonable amount where services are defective.

13. Price reviews during ongoing contracts

13.1 If material wage, collectively agreed pay, employment-related, materials or energy costs relevant to the agreed work change substantially, either party may request discussions on a reasonable price adjustment. Changes must be explained transparently, taking cost reductions and offsetting developments into account alongside increases. The agreed scope and actual cost impact are decisive.

13.2 These terms do not permit unilateral price changes. A new price and its effective date apply only after agreement; silence is not consent. Until then, the agreed prices and services continue to apply. Statutory rights, including those relating to a fundamental change of circumstances, and agreed termination rights remain unaffected.

13.3 A proposal should explain the reason, affected cost categories, their actual share of the agreed services and the proposed effective date. An increase in one cost category is not applied to the whole contract price without taking its cost share into account. Any further automatic cost adjustment requires a separate valid contractual provision.

14. Initial phase, duration and termination

14.1 Unless otherwise agreed in the individual contract, recurring cleaning contracts continue for an indefinite period. An initial three-month phase runs from the agreed service start date, calculated under the statutory time-limit rules with the start day included. For example, a phase beginning on 1 November ends at the close of 31 January. It does not permit unilateral changes to the scope.

14.2 During the initial phase, either party may terminate on 14 calendar days’ notice to any day. The notice must be received during

that phase; the termination date may fall after its end. Notices received after the initial phase require three months' notice to the end of a calendar month, equally for both parties. There is no automatic renewal for a further fixed term.

14.3 Termination notices must be in text form, such as email, unless mandatory law requires a stricter form, and must reach the other party. Statutory rights to terminate for good cause, particularly under section 314 or 648a BGB, remain unaffected; any legally required warning or opportunity to remedy must be observed. Other applicable statutory termination rights, including section 648 BGB, are not excluded. Their payment and deduction consequences apply without an additional fixed charge under these terms.

15. One-off work, rescheduling and termination

15.1 A requested change of date is discussed with DMA; a replacement date becomes binding only when agreed. Requesting a different date does not automatically cancel the engagement. If work cannot take place on the new date, the parties clarify performance or termination. Costs already incurred are not charged at a fixed amount merely because a date change was requested.

15.2 Cancellation or termination of one-off work, such as deep, post-construction, specialist or one-off glass cleaning, is governed in particular by sections 648 and 648a BGB where applicable. On termination under section 648 BGB, DMA may claim the agreed fee only subject to the statutory deductions, particularly saved expenses and earnings from alternative deployment or earnings deliberately not obtained in bad faith. The calculation distinguishes completed and uncompleted work and explains the amount claimed.

15.3 The statutory presumption of 5% in section 648 sentence 3 BGB concerns only the uncompleted part of the agreed work; it is not a general DMA cancellation fee and remains rebuttable under the statutory rules. No additional contractual cancellation fees are agreed. Termination for good cause and other statutory rights are not restricted.

16. Access media, confidentiality and return

16.1 The handover and return of keys, transponders and cards are recorded. DMA keeps and uses access media and credentials carefully, solely for the agreed purpose and protected against unauthorised access. They may be used only by persons authorised to perform the contract; copies or use by further third parties require the customer's prior consent. Loss or suspected misuse is reported without undue delay and necessary safeguards are coordinated. Liability is governed by section 10.

16.2 The parties keep non-public business information, business records, access credentials and confidential information encountered incidentally during the engagement confidential, including after the contract ends. DMA places corresponding obligations on staff and approved third parties. Statutory disclosure duties and necessary protection of legal claims remain unaffected. Cleaning work involving only incidental access to personal data does not by itself constitute processing on behalf of the customer; any necessary special agreements are concluded separately for relevant additional activities.

16.3 Entrusted access media, equipment and records are returned without undue delay when the contract ends, and access permissions are closed in coordination with the customer. Statutory retention duties and necessary preservation of legal claims are taken into account for data and records; personal data no longer needed are otherwise deleted as required by law. Statutory rights are not generally excluded.

17. Events outside the parties' responsibility

17.1 Where an exceptional event outside a party's responsibility actually prevents agreed work, the parties promptly notify each other of the cause, affected services and expected duration. They consider reasonable mitigation, replacement dates or adjustments. Only the services actually affected are postponed or cease in accordance with the statutory requirements; unaffected obligations continue.

17.2 Whether performance or payment obligations cease, a date changes or a termination right arises depends on the contract and the applicable law, particularly sections 275, 313, 314 and 326 BGB and the relevant rules on contracts for work. There is no general entitlement to full payment for unperformed services. Ordinary staffing shortages, foreseeable operational disruption or cost increases do not by themselves constitute force majeure.

18. Governing law, language and final provisions

18.1 German law applies. No blanket exclusive jurisdiction clause is agreed for all business customers; statutory jurisdiction rules apply. Any special jurisdiction arrangement requires a separate agreement permitted by law.

18.2 The German version is the governing contractual version if the parties agree this when the contract is formed. The English version assists English-speaking business customers; a different contractual language may be expressly agreed. Displaying a language version does not itself determine the contractual agreement.

18.3 Changes should be recorded in text form. The priority of individual agreements and mandatory formal requirements remain unaffected. Invalid or non-incorporated terms are governed by section 306 BGB; no automatic substitution with the commercially closest clause is agreed.