

General Terms and Conditions (GTC) of Science in Cleaning, Version: 02 / 2024

1. Provider and Service Profile

1.1

The provider of these General Terms and Conditions is:

Science in Cleaning

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hereinafter referred to as "Science in Cleaning" or "Contractor".

1.2

Science in Cleaning is a Monaco-based consulting and trading company specializing in the professional building cleaning, facade cleaning and facility service industry.

1.3

The focus of its activities lies in strategic, technical, commercial and organizational consulting, in particular in the areas of business structuring, process optimization, brand positioning, customer acquisition, marketing, employer branding, calculation, cleaning planning, tender support, technical advisory, procurement and business development.

1.4

In addition, Science in Cleaning provides trading, brokerage, wholesale, procurement, representation and commission-based services in the field of high-quality cleaning products, cleaning chemicals, cleaning equipment, machines, accessories and consumables.

2. Scope of Application

2.1

These General Terms and Conditions apply to all offers, orders, consulting services, concepts, deliveries, brokerage services, commercial transactions and other services provided by Science in Cleaning.

2.2

They apply in particular to entrepreneurs, companies, professional clients, cleaning companies, facility service companies, real estate companies, property managers, public institutions, manufacturers, suppliers and other commercial customers.

2.3

Deviating terms and conditions of the customer apply only if Science in Cleaning expressly agrees to them in writing.

2.4

Individual offers, framework agreements, project contracts or order confirmations take precedence over these GTCs to the extent that they contain deviating provisions.

2.5

If Science in Cleaning exceptionally concludes contracts with consumers, mandatory consumer rights, information duties, withdrawal rights and jurisdictions remain unaffected.

3. Conclusion of Contract

3.1

Offers from Science in Cleaning are non-binding unless they are expressly designated as binding.

3.2

A contract is concluded in particular by written order confirmation, signing of an offer or framework agreement, acceptance by e-mail, commencement of performance, delivery, invoicing or other clear confirmation.

3.3

Science in Cleaning is entitled to reject orders, in particular in the event of lack of availability, conflicts of interest, unclear creditworthiness, compliance risks, reputational risks or lack of suitability of the order for the service profile of Science in Cleaning.

4. Consulting Services

4.1

Consulting services provided by Science in Cleaning are high-quality strategic, technical, commercial, organizational and conceptual advisory services.

4.2

They may in particular include:

- a) business structuring and process optimization;
- b) strategic market and business development;
- c) brand positioning and premium pricing strategy;
- d) customer acquisition, marketing and advertising campaigns;
- e) employer branding and employee acquisition;
- f) corporate communication;
- g) calculation, cost estimation and offer preparation;
- h) creation of cleaning plans, cleaning concepts and property concepts;
- i) technical advice on cleaning methods, cleaning chemicals,

equipment, machines and procedures;

j) tender support, service provider comparison and procurement advice;

k) quality concepts, control structures and ongoing project-related coordination.

4.3

Science in Cleaning does not provide operational cleaning services, on-site building cleaning, on-site facade cleaning, on-site monument cleaning, on-site property maintenance, on-site maintenance cleaning, winter service, gardening services, manual trade work or any other operational execution services at the customer's premises or on the customer's properties. The subject matter of the services provided by Science in Cleaning consists exclusively of consulting, conceptual, structuring, coordination, brokerage, trading, procurement and support services, unless something else is expressly agreed in writing in an individual case and is legally permissible.

4.4

Unless a specific result has been expressly agreed, Science in Cleaning owes professional performance, but not any specific turnover, profit, order, award, ranking, applicant or market success.

4.5

The final business decision and implementation remain with the customer unless expressly agreed otherwise in writing.

5. Performance of Services

5.1

Science in Cleaning performs its services as an independent Monaco-based consulting and trading company with its own organization, technical infrastructure and entrepreneurial discretion.

5.2

Science in Cleaning determines the type, method, organization, time allocation and performance of the services itself, provided that agreed deadlines, project objectives, quality requirements and legitimate customer interests are observed.

5.3

Services are generally provided remotely, digitally, by telephone, in writing or via electronic means of communication, unless otherwise agreed.

5.4

Occasional personal appointments, property inspections, meetings or customer appointments may take place

if Science in Cleaning considers this professionally appropriate or if this is separately agreed.

5.5

Science in Cleaning is entitled to use suitable employees, freelancers, vicarious agents, subcontractors, specialists, suppliers, logistics partners or other third parties, provided that quality, confidentiality and proper performance are ensured.

6. Customer's Duties to Cooperate

6.1

The customer shall provide Science in Cleaning in good time with all information, documents, data, access, contact persons, approvals and decision-making bases required for the performance of the services.

6.2

The customer is responsible for the accuracy, completeness and timeliness of the information provided.

6.3

Delays, additional expenses or disadvantages resulting from incomplete, delayed or incorrect information shall not be borne by Science in Cleaning.

6.4

The customer shall ensure that required internal decisions, approvals, budget decisions, contract conclusions and other measures with external effect are made by the competent persons or bodies.

7. Fees and Payment

7.1

Fees, lump sums, daily rates, hourly rates, success fees, commissions, revenue participations, growth bonuses, trading margins, brokerage fees and other remuneration are determined by the offer, framework agreement, order confirmation, invoice or other individual agreement.

7.2

All prices are net, excluding VAT, if and to the extent such VAT is owed under the applicable provisions.

7.3

Unless otherwise agreed, invoices are payable within seven calendar days from the invoice date without deduction.

7.4

In the event of late payment, Science in Cleaning is entitled to withhold further services or deliveries, perform only against advance payment and claim statutory default interest, reminder fees, collection costs and legal enforcement costs.

7.5

Success fees, commissions, revenue participations or other variable remuneration are owed if they have been agreed and the agreed requirements are fulfilled.

7.6

Where variable remuneration has been agreed, Science in Cleaning is entitled to request suitable calculation bases, trial balances, revenue lists, project overviews or other documents required for the calculation.

7.7

The customer is not entitled to frustrate or reduce the requirements for agreed variable remuneration by arbitrary or objectively unjustified measures.

8. Trading, Brokerage and Wholesale Services

8.1

Science in Cleaning may sell, broker, procure, wholesale or act as commercial agent, commission agent, intermediary or procurement partner for cleaning products, cleaning chemicals, equipment, machines, accessories, consumables and other goods.

8.2

Whether Science in Cleaning acts as seller, intermediary, commercial agent, commission agent or procurement partner is determined by the offer, invoice, order confirmation or specific agreement.

8.3

Product descriptions, technical information, safety data, images, application instructions and other product information are generally based on manufacturer, supplier or third-party information and do not constitute a guarantee unless expressly designated as a guarantee.

8.4

Before using cleaning chemicals, machines, equipment or other products, the customer is obliged to observe the relevant product information, safety data sheets, technical data sheets, manufacturer instructions, dosing instructions, warnings, operating instructions and statutory provisions.

8.5

The customer is solely responsible for proper storage, use, dosing, application, material compatibility, training of its personnel and compliance with occupational safety, environmental, disposal, hazardous substances, transport and safety regulations.

9. Delivery, Passing of Risk and Availability

9.1

Delivery dates and delivery periods are non-binding unless they have been expressly confirmed in writing as binding.

9.2

Partial deliveries are permitted insofar as they are reasonable for the customer.

9.3

Science in Cleaning is not liable for delivery delays, unavailability, production failures, supply bottlenecks, transport delays, customs delays or other delays caused by manufacturers, suppliers, logistics partners, authorities or force majeure.

9.4

In transactions with entrepreneurs, the risk of accidental loss, theft, transport damage or accidental deterioration of the goods passes to the customer at the latest upon handover to the carrier, freight forwarder, supplier, logistics partner or other person designated for shipment, unless expressly agreed otherwise.

9.5

The customer must inspect delivered goods immediately upon receipt and notify visible defects, incorrect deliveries, quantity deviations or transport damage immediately in writing.

10. Retention of Title

10.1

Delivered goods remain the property of Science in Cleaning until all claims arising from the respective delivery have been paid in full.

10.2

In ongoing business relationships with entrepreneurs, the goods remain the property of Science in Cleaning until all outstanding claims arising from the business relationship have been paid in full, insofar as legally permissible.

10.3

Resale in the ordinary course of business is only permitted as long as the customer is not in default of payment. Claims arising from resale are hereby assigned by the customer to Science in Cleaning by way of security, insofar as legally permissible.

11. Returns and Refunds

11.1

Return, cancellation or exchange of goods by entrepreneurs is only possible with the prior written consent of Science in Cleaning.

11.2

Special orders, individually procured goods, opened containers, opened

packaging, used goods, chemicals, hygiene products, consumables, hazardous substances, customer-specific products, discontinued items and goods without original packaging are excluded from return and exchange, insofar as legally permissible.

11.3

Approved returns are made at the customer's cost and risk unless Science in Cleaning expressly confirms otherwise.

11.4

Mandatory consumer rights remain unaffected.

12. Work Results, Rights of Use and Know-how

12.1

Work results of Science in Cleaning, in particular concepts, strategies, cleaning plans, calculations, offer logics, presentations, reports, texts, campaigns, process templates, checklists, training materials and other results, may be used by the customer only for the agreed purpose.

12.2

Unless otherwise agreed, the customer receives a simple, non-transferable right to use the work results created for it for its own business operations.

12.3

Disclosure, publication, reproduction, editing, use for third parties or commercial exploitation is only permitted with the prior written consent of Science in Cleaning, unless expressly covered by the contractual purpose.

12.4

Pre-existing know-how, methods, templates, calculation logics, industry knowledge, consulting approaches, tools, experience and general work resources of Science in Cleaning remain with Science in Cleaning.

12.5

Where a more comprehensive right of use or transfer of work results is agreed individually, the respective individual agreement applies.

13. Confidentiality

13.1

The parties undertake to keep confidential information of the other party secret and to use it exclusively for the performance of the respective contract.

13.2

Confidential information includes, in particular, business secrets, customer data, employee data, supplier data, calculations, margins, prices, conditions, strategies, processes, contracts, documents, concepts, methods, technical information, access data,

economic figures and other non-public information.

13.3

The duty of confidentiality continues after the end of the contract.

13.4

Science in Cleaning is entitled to disclose confidential information to employees, vicarious agents, specialists, subcontractors, advisers, suppliers or logistics partners to the extent required for the performance of services and provided that appropriate confidentiality is ensured.

14. Liability and Warranty

14.1

Science in Cleaning is liable for damages in accordance with the statutory provisions insofar as they are based on intentional or grossly negligent conduct.

14.2

In the case of slight negligence, Science in Cleaning is liable only for breach of material contractual obligations and only for the typically foreseeable damage, insofar as legally permissible.

14.3

Liability for lost profit, unrealized savings, indirect damages, consequential damages, reputational damages, production downtime, business interruption, data loss or other consequential financial losses is excluded, insofar as legally permissible.

14.4

Science in Cleaning does not guarantee any specific turnover, profit, market, ranking, campaign, tender, personnel, customer or other economic success unless such guarantee has been expressly agreed in writing.

14.5

For deliveries of goods, statutory warranty rights apply unless these GTCs or individual agreements contain permissible deviating provisions.

14.6

In transactions with entrepreneurs, visible defects, incorrect deliveries, quantity deviations or transport damage must be reported immediately in writing. In the event of justified defects, Science in Cleaning is initially entitled to improvement, replacement delivery, subsequent delivery or credit note.

14.7

Science in Cleaning is not liable for damages resulting from improper application, incorrect dosing, unsuitable storage, failure to observe safety data sheets, lack of material testing, non-intended use or faulty application by the customer.

15. Data Protection

15.1

Science in Cleaning processes personal data only in the context of contract performance, business initiation, customer management, invoicing, communication, delivery, statutory obligations and legitimate business interests.

15.2

Science in Cleaning complies with the applicable data protection provisions of the Principality of Monaco and, where applicable, European data protection provisions, in particular the GDPR.

15.3

The customer is responsible for ensuring that personal data transmitted to Science in Cleaning has been lawfully collected and transmitted.

15.4

If data processing on behalf of another controller is required within the meaning of data protection law, the parties shall conclude a separate agreement.

16. Compliance, Export and Product Safety

16.1

The customer undertakes to comply with all applicable import, export, customs, hazardous substances, occupational safety, environmental, disposal, hygiene, safety, product and sanctions regulations.

16.2

The customer is solely responsible for verifying whether products, chemicals, equipment or machines may be used, imported, stored or resold in its country, business or field of application.

16.3

Science in Cleaning is not obliged to carry out country-specific approval, import, application, occupational safety, hazardous substances, disposal or other compliance checks unless expressly agreed in writing.

17. Force Majeure

17.1

Science in Cleaning is not liable for delays or non-performance due to force majeure or other circumstances beyond the control of Science in Cleaning.

17.2

This includes in particular natural events, war, terrorism, unrest, strikes, pandemics, official measures, transport disruptions, supply chain problems, energy outages, IT failures, cyberattacks, failures of suppliers, manufacturer bottlenecks, customs delays or other unforeseeable events.

18. Term and Termination of Ongoing Services

18.1

Ongoing consulting, support, procurement, commercial agency, brokerage or framework contracts may be terminated in accordance with the respective agreement.

18.2

In the absence of a deviating agreement, continuing obligations may be terminated with three months' notice to the end of a calendar quarter.

18.3

The right to extraordinary termination for good cause remains unaffected.

18.4

Good cause exists in particular in the event of payment default, serious breach of duty, breach of confidentiality, compliance risk, reputational risk, lack of cooperation, insolvency or sustained disruption of the basis of trust.

19. Consumers and Distance Selling

19.1

These GTCs are primarily addressed to entrepreneurs and commercial customers.

19.2

If Science in Cleaning exceptionally concludes distance contracts with consumers and mandatory consumer protection law applies, statutory consumer rights, in particular information duties, withdrawal rights, warranty rights and jurisdictions, apply.

19.3

A right of withdrawal may in particular be excluded for goods made to customer specifications, for sealed goods that are not suitable for return for health protection or hygiene reasons and whose seal has been removed after delivery, as well as in other statutory cases.

20. Applicable Law and Jurisdiction

20.1

The law of the Principality of Monaco applies unless mandatory statutory provisions of another state apply or an individual contract expressly provides otherwise.

20.2

For commercial customers, the exclusive place of jurisdiction is Monaco, insofar as legally permissible.

20.3

Science in Cleaning is entitled to assert claims also at the customer's registered office or at any other legally permissible place of jurisdiction.

20.4

For consumers, mandatory statutory

consumer jurisdictions and consumer protection rights remain unaffected.

21. Final Provisions

21.1

Amendments and supplements must be made in writing. E-mail satisfies the written form requirement unless a stricter form has been expressly agreed.

21.2

If any provision of these GTCs or of a contract is or becomes invalid in whole or in part, the validity of the remaining provisions remains unaffected.

21.3

The invalid provision shall be deemed replaced by a valid provision that comes as close as possible to the economic purpose.

21.4

These GTCs may be provided in German, English or French. In case of doubt, the English version is authoritative unless another language version has been expressly agreed as binding.

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