§ 1 Purpose of Use
1.1 Change of purpose of use.
1.1.1 The purposes of use resulting from the Lease and Service Agreement may only be changed with the prior written consent of e-shelter services GmbH (hereinafter referred to as "esg").
1.1.2 esg always makes any declaration of consent even though this is not explicitly provided in the declaration of consent, subject to an official authorisation for change of use possibly required, the provision of which shall be incumbent on the Tenant at its expense.
1.1.3 Prior to implementing the authorised change of use the Tenant shall furnish proof to esg either that the official authorisation required in this context was effectively granted or that an official authorisation is not required.
1.2 The Tenants are under a duty to inform esg of any changes in their legal status which may affect the quality of the Leased Premises or the condition of the Leased Premises.

§ 2 Handover
2.1 The lease relationship shall start on the date it commences according to the commencement of the Lease Agreement and even in case the Tenant does not take over the Leased Premises at that date for which esg is not responsible.
2.2 When possession of the Leased Premises is transferred to the Tenant the Parties shall jointly prepare a handover certificate which shall include a list of all defects, if any, of the Leased Premises, and any such defects shall then be repaired by esg without undue delay.
2.3 The transfer of possession of the Leased Premises will not be delayed due to any minor defects that do not have material adverse effects on the Tenant's business activities, and that can be repaired without substantially disturbing the Tenant's business activities. Any such repairs by esg shall only be made without undue delay.
2.4 The pertinent date for the observance of all time limits shall be the date on which the recipient of the declaration receives the respective declaration.
2.5 The Tenant is aware of the size of the Leased Premises after its inspection. Therefore, esg does not assume any liability for the accuracy of any information relating to the square meters contained in this Agreement.

§ 3 Rent, Vat Provisions
3.1 The pertinent date for the timeliness of the payment will not be the dispatch date but the date on which the amount is credited on the account of esg.
3.2 The Tenant shall be required to pay default interest at a rate of 8 (eight)% p.a. above the base rate fixed by the European Central Bank. esg shall also be entitled to claim compensation for any damage exceeding the amount of such default interest.
3.3 With respect to the letting of the Leased Premises, esg has waived its claim for VAT at the statutory rate in addition to the rent and (advance payments) of ancillary charges.
3.4 Any claims of esg against the Tenant under these provisions shall become statute-barred upon expiry of 10 (ten) years after the termination of the Tenancy. Should the Tenant or the subtenant, if any, fail to comply with any notification duties under Clause 12.3, the term of prescription for any claims based on circumstances the Tenant or any subtenant improperly failed to disclose to esg shall be extended to 15 (fifteen) years.

§ 4 Right of Retention, Offset, Reduction in Rent
4.1 The Tenant may offset any rent due to offset any claim it may have against esg.
4.2 The Tenant shall give written notification of any intention to exercise any offset right to esg no later than one month before the due date of the claim to be offset.

§ 5 Liability for Defects and Damage, Maintenance and Repair of the Leased Premises
5.1 Liability of esg, maintenance and repair by esg
5.2.1 on the subtenant with esg being entitled to directly enforce compliance therewith and hold the subtenant liable for any non-compliance with these obligations (contract for the benefit of a third party, i.e. providing for rights of esg). The Tenant shall be fully liable towards esg for all obligations of the subtenant being complied with.
5.2.2 To the extent and for as long as the tax authorities (and the courts) accept any de minimus exception from the requirement of premises being "exclusively" used for the purpose of obtaining revenue with respect to which pre-acquired VAT is offsettable, such de minimus exception shall also apply with respect to the above provisions [see in this context the decree of the Federal Ministry of Finance relating to sec. 9 para 2 VAT Act in Bundessteuerblatt (Federal Tax Gazette) 1994 1994 page 943 et seq.].
5.2.3 Should the Tenant and/or the subtenant (if any) fail to comply with any of their obligations under Clauses 5.2.1 to 5.2.5, the Tenant shall provide full indemnification to esg with respect to any of the Tenant to espay damages may suffer as a result of such noncompliance. The onus of proof shall lie with the Tenant.
5.2.4 With regard to Clause 3.2.6 esg points out that it will presumably not pay any VAT on the additional construction costs which shall be held to be included in the lease price as the provision of which shall be incumbent on the Tenant at its expense.
5.2.5.1 Any claims of.esg against the Tenant under these provisions shall become statute-barred upon expiry of 10 (ten) years after the termination of the Tenancy. Should the Tenant or the subtenant, if any, fail to comply with any notification duties under Clause 12.3, the term of prescription for any claims based on circumstances the Tenant or any subtenant improperly failed to disclose to esg shall be extended to 15 (fifteen) years.
3.2.3 The Tenant shall notify esg immediately if any circumstances concerning the Tenant requested by the tax office in charge of esg.

3.2.2 The Tenant further agrees to immediately provide any documents to esg as may be required by the tax office in charge of esg. The Tenant is aware that such a VAT option as made by esg is only permissible if the Tenant is registered as a VAT payer. Charges the Tenant shall be required to pay default interest at a rate of 8 (eight)% p.a. according to the (construction) engineering requirements at the time of its construction or modernization.

2.1 The lease relationship shall start on the date it commences according to the (construction) engineering requirements at the time of its construction or modernization.

5.1.1 The Leased Premises are handed over to the Tenant as inspected. The Leased Premises is handed over to the Tenant in a condition as apparent when possession of the Leased Premises is transferred. The onus of proof shall lie with the Tenant.

5.3.1 The Parties shall have the repair and maintenance work for which they are responsible carried out within a reasonable period. If, in spite of a warning and extension of the repair and maintenance work, not done by the Tenant, the Tenant is not entitled to do so, esg shall be entitled to have undertaken work carried out at the expense of the Party in default.

5.3.2 In the event of imminent danger, each Party shall immediately take the necessary steps to eliminate such danger.

5.1.5 The liability restrictions provided for in Clauses 5.1.3 sentence 1 and 5.1.4 shall not apply if esg was grossly negligent or has acted wilfully.

5.1.3 The Parties shall be responsible for any loss or damage esg may suffer as a result of such noncompliance.

11.6 Any other form of transfer of use which is more than merely temporary shall be regarded as subletting. It must be approved by the Tenant. The Tenant shall be informed in due time in advance of when such works will begin. The Tenant shall be responsible for any such injury or breach caused or committed with intent or through gross negligence shall be unlimited.

6.2 Modernization and improvement measures within the Leased Premises shall be tolerated by the Tenant to the extent that this can be reasonably expected of the Tenant. Any works or other measures referred to in Clauses 6.1 shall be coordinated with the Tenant. The Tenant shall be informed in due time in advance of when such works will begin.

6.1 esg may, even without the Tenant’s consent, carry out any works or structural changes necessary or permissible to maintain the building, or in order to eliminate imminent danger or to repair damage. The Tenant shall be informed in due time in advance of when such works will begin. The Tenant shall not be obliged to provide substitution heating or cooling. In such case the Tenant shall be required to pay default interest at a rate of 8 (eight)% p.a. according to the (construction) engineering requirements at the time of its construction or modernization.

6.1 Upon handover the Tenant shall be provided with the required number of keys and access cards.

6.5.1 A change of purpose of use which is more than merely temporary shall be regarded as subletting. It must be approved by the Tenant. The Tenant shall be informed in due time in advance of when such works will begin. The Tenant shall be responsible for any such injury or breach caused or committed with intent or through gross negligence shall be unlimited.

7.7 Structural Changes by the Tenant

7.7.1 Prior to any building alteration work to be undertaken within the Leased Premises and/or the installation of any supplementary equipment required for the Tenant’s business operations, the Tenant shall obtain written permission from esg and submit to esg suitable plans. The cost of any structural changes shall be borne by the Tenant. Clauses 1.1 and 1.2 shall apply accordingly.

7.7.2 Any works or other measures referred to in Clauses 6.1 shall be coordinated with the Tenant. The Tenant shall be informed in due time in advance of when such works will begin. The Tenant shall be responsible for any such injury or breach caused or committed with intent or through gross negligence shall be unlimited.

11.1 The Leased Premises or any part thereof may only be sublet with prior written consent of the Tenant. esg shall be entitled to withdraw this consent for reasons relating to the person or conduct of the subtenant which would allow esg to terminate this Agreement without notice if such reasons existed regarding the person or the conduct of the Tenant.

11.3 The Tenant special right of termination in accordance with paragraphs 2 BGB. It is irrevocable.

17.1 No oral side agreements have been made. No other form of transfer of use which is more than merely temporary shall be regarded as subletting. It must be approved by the Tenant. The Tenant shall be informed in due time in advance of when such works will begin. The Tenant shall be responsible for any such injury or breach caused or committed with intent or through gross negligence shall be unlimited.

17.3 The Parties are aware of the specific requirements for the written form as set out in § 18 Partial Invalidity

19.3 Several persons as Tenant mutually authorise each other to accept all declarations that may be necessary to satisfy this requirement of written form. They also authorise each other to stand as representative of the other Party. This authorisation is not subject to the limitations set out in § 14 Termination For Cause

19.4 The Parties are aware of the specific requirements for the written form as set out in § 13 Insurance

19.5 This Agreement shall be governed by German Law.

19.6 Upon the release of any security (excluding the security held by the Tenant), the Tenant – may have against the subtenant. A security is not to be delivered by the Tenant to any other party and the Tenant shall be responsible for any such injury or breach caused or committed with intent or through gross negligence shall be unlimited.
§ 13 Insurance
13.1 The Tenant undertakes to notify esg without undue delay of any improvements and
betterments which increase the value of any insured premises, as well as any change in
the risk situation (Gefahrenänderung) within the meaning of Federal insurance law. Any
associated increase in insurance premiums payable shall be borne exclusively by the
Tenant.
13.2 The Tenant shall take out business liability insurance and other reasonable insurance
for its enterprise at its cost, to maintain such insurance during the term of the Lease
Agreement and to furnish proof thereof to esg at its request.

§ 14 Termination For Cause
The statutory provisions shall apply in the case of the termination of the tenancy for cause.

§ 15 Expiry of the Tenancy Period
Upon expiry of the lease period, the lease shall not be extended for an unlimited period
even if the Tenant continues to occupy the Leased Premises and none of the Parties
object to the continuation of the tenancy; section 545 BGB shall not apply.

§ 16 Obligations of the Tenant Upon Termination of the Tenancy
16.1 The Tenant undertakes to fully vacate clean the Leased Premises prior to returning
them to esg. The provisions of clauses 5.2.3, 7.2 and 12.2 shall apply.
16.2 Upon termination of the Lease Agreement and Service Agreement, the Tenant shall
indemnify esg and the subsequent tenant against any obligations to which they may be
subject under section 613 a BGB. The subsequent tenant may hold the Tenant directly
liable by virtue of this provision.

§ 17 Written Form
17.1 No oral side agreements have been made.
17.2 Amendments and supplements to these Standard Terms and Conditions and to the
Lease and Service Agreement shall be made in writing. This requirement of the written
form may only be waived in writing.
17.3 The Parties are aware of the specific requirements for the written form as set out in
sections 550, 576 BGB. Each Party hereby agrees that if and whenever requested to do
so by the respective other Party it shall take any necessary action and issue any
statements that may be necessary to satisfy this requirement of written form. They also
undertake not to terminate the Lease and Service Agreement prematurely on grounds of
any non-compliance with these requirements of written form. This shall apply to both the
original/principal Agreement (Ursprungs-/Hauptvertrag) as well as to any addenda,
amendments or supplementary agreements.

§ 18 Partial Invalidity
If any provision of these Standard Terms and Conditions is void or voidable, this shall not
affect any of the other provisions hereof. Any such invalid provision shall be replaced by
such legally permissible provision that comes as close as possible to being aware of the
invalidity of the original provision. The same shall apply accordingly if these Standard
Terms and Conditions should contain a contractual gap.

§ 19 Other Provisions
The Tenant shall be responsible for ensuring that any premises exclusively occupied by
the Tenant shall be safe for any authorized use at all times (allgemeine Verkehrssichere-
nungspflicht).
19.1 esg shall be entitled to issue house rules and to determine its content at its equitable
discretion.
19.2 Substances which are damaging or potentially damaging to health or the
environment may not be used or stored by the Tenant without the prior written consent of
esg (e.g. substances which are poisonous, injurious to health, inflammable, explosive,
corrosive or carcinogenic or substances which have an oxidising effect, cause irritation or
react dangerously on contact with water).
Prior to the granting of such consent, the Tenant shall submit to esg a statement by an
insurance company confirming that third party liability insurance cover extending to the
use and possession of such substances exists and is being maintained in full force and
effect.
The Tenant also agrees to adhere to all relevant provisions concerning the handling and
use of such dangerous substances and to indemnify esg against associated risks or
official requirements.
The Tenant shall provide full compensation for any damage caused by any use (including
storage) of dangerous substances the Tenant is responsible for.
19.3 Several persons as Tenant mutually authorise each other to accept all declarations
concerning the tenancy. This authorisation is not subject to the limitations set out in
section 181 BGB. It is irrevocable.
19.4 The exclusive place of jurisdiction for all disputed arising from or in connection with
this Agreement shall be Frankfurt am Main.
19.5 This Agreement shall be governed by German Law.