



General Terms and Conditions (GTC)

Please take note that Martinis Call-a-wash is only obliged to and by the terms and conditions written in the German language. The terms and conditions were translated into English solely for the sake of convenience and shall therefore not be deemed an official version of the terms and conditions. In the event of any conflict in interpretation between the original German version and this English translation, the German version shall prevail.

1. Standard Terms and Conditions

- a. The following Terms and Conditions apply to all our („Martinis Call-a-wash“) cleaning services for our customers in Germany with respect to clothing, articles of clothing and other textiles (the laundry), regardless of, whether the contracting parties formally make reference to these Terms and Conditions.
- b. Martinis Call-a-wash does not accept deviating Terms of Business of the customers; their application will be excluded. A direct or indirect reference to a customer's Terms of Business will pose no threat to the Martinis Call-a-wash Trading Conditions. The Terms of Conditions will over throw any other document submitted by the customer. Martinis Call-a-wash will only accept deviations of the Terms of Condition in written agreements between Martinis Call-a-wash and the customer.

2. Textile cleaning

- a. will be treated and handled correctly and with respect.
- b. The results of the cleaning depend on the type of laundry, as well as the type of stain, dirt, and the available cleaning agents. For this reason Martinis Call-a-wash can not guarantee for a definite result.

3. Defects in the delivered Laundry

- a. Martinis Call-a-wash is not responsible for damage which is caused by conditions and properties of the Laundry which could not be professionally diagnosed (such as strength and durability of the cloth and seams, colours and prints that may run, loose buttons, shrinking caused by earlier unprofessional handling, hidden articles and other hidden deficiencies). The same applies to sensitive laundry that is not correctly labeled, or which could not be professionally diagnosed.

4. Acceptance of the Laundry

- a. Martinis Call-a-wash has the right to inspect the delivered laundry. Martinis Call-a-wash can decline the laundry service when it is clear that the cleaning method and/or cleaning agents used by Martinis Call-a-wash are not suitable for the delivered laundry. Not accepted laundry and payments already made will be returned.

5. Obligations of Martinis Call-a-wash

- a. Martinis Call-a-wash is obligated to choose the correct cleaning method for the laundry. Martinis Call-a-wash can depend on the cleaning tips label attached to the laundry to choose the correct cleaning method and agents, unless the customer expresses personal wishes.

6. Obligations of the Customer

- a. The customer is obligated to inform Martinis Call-a-wash of the conditions and properties of the material of the laundry and any special conditions, which need to be considered when cleaning (eg. dirt, damage, stains etc).
- b. The customer is obligated to inform Martinis Call-a-wash of the value of the laundry when more than 500,00Euro.
- c. The customer is obligated to remove articles and objects out of the laundry before delivery to Martinis Call-a-wash, especially valuables, metal, plastic and paper.

7. Returns

a. the laundry will be returned in exchange of the order of confirmation (Ticket). If the Ticket cannot be produced, then the customer must prove his ownership in another appropriate way. The customer must collect the laundry within 3 Months of the agreed collection date. If this does not happen within a year of the agreed collection date, and the customer's address is unknown, then Martinis Call-a-wash is entitled to realize the value of the laundry, unless the customer makes contact before the laundry has been realized. Should the laundry be insured, then the customer will be informed once off in writing to make the collection before the date of the realization.

8. Damage to returned laundry

a. The customer must prove that the damage was caused by Martinis Call-a-wash, for example by producing the Editing Indicator. Obvious damage must be reprimanded within two weeks of return delivery.

9. Liability

a. Martinis Call-a-wash is not liable for general wear and tear, shrinking, loss and damage to buttons, buckles, zips and rubber trimmings, padding or any other ornaments attached to the laundry.

b. Martinis Call-a-wash is not liable for damage caused to laundry should there be a breach against paragraph 6.c. articles and objects in or attached to the laundry. The customer however, is liable for any damage to the owners' properties or any third party caused by these objects.

c. Martinis Call-a-wash is liable for the loss of the laundry irrespective of the value of the laundry. Martinis Call-a-wash is liable for deliberate damage caused by negligence or incorrect handling irrespective of the value of the laundry. The limit of the liability is ten times the value of the laundry. Liability for secondary, intangible damage, profit loss and /or indirect damage is excluded.

d. Damage claims in accordance to the Product Liability Act or due to death, bodily harm, health damage or in connection with a Guarantee will be excluded.

10. Miscellaneous

a. The cleaning contract and the Terms and Conditions are subject to the German legal system.

b. Place of fulfillment is the receiving office of the laundry.

c. Should a regulation within the terms and conditions of the cleaning contract, or if a later accepted regulation should in total or part become invalid, or should loopholes transpire, so is the validity of the remaining regulations unaffected. In place of the invalid regulations, or the filling in of the loopholes are valid and feasible adjustments as agreed, which legally and commercially come as close as possible, or have the same purpose as those agreements, when at the close of the agreement these points have been thought through. If the invalidity of a regulation affects the fixed extent of the service, or time (dead lines or appointments) so is the regulation valid which comes as close as possible to the original agreement of extent of service which is legally acceptable.