

## **Part A. General conditions for all services**

### **Section 1 Scope of validity of the general terms and conditions**

1. These general terms and conditions for the provision of services (hereinafter "T&C for services") apply for the provision of services and work services (hereinafter uniformly "services") by HOMAG eSOLUTION GmbH (hereinafter "Contractor") to customers, including in particular national and international companies from the woodworking and wood-processing industry. With regard to the provision of work services, the special regulations in Part B. of these T&C for services (Section 13 ff.) apply in addition and with priority.
2. The Contractor shall provide customers with general advisory and consulting services, such as strategic, organizational, administrative and technical corporate consulting and the creation of requirements analyses, concepts and performance specifications. It shall also provide customers with software-related services, such as development, adaptation and integration services, and training for its software products. If the delivery and licensing of standard software is agreed in addition to this, then the general terms and conditions of the Contractor for the assignment and licensing of software apply in addition to these T&C for services.
3. These T&C in their respective current version also apply for all future contracts regarding the provision of services between the Contractor and the customer, even if there is no further explicit reference thereto.
4. The type and scope of the services, schedules and amount of remuneration will be specified in more detail in individual contracts with reference to these T&C for services. In the event of any contradictions, the individual contract as well as regulations in other customer-specific contractual documents (e.g. in the offer from the Contractor) take priority over the T&C. General terms and conditions of the customer do not apply even if the Contractor provides services without contradicting these general terms and conditions.

### **Section 2 Offers, performance of the services**

1. Offers from the Contractor are without obligation and non-binding unless the offer is declared as binding in writing. In this case, the offer from the Contractor is valid for two (2) weeks unless otherwise indicated. On their part, the customer remains bound for four (4) weeks to declarations given on the agreement of contracts.
2. Without restriction, the Contractor retains all titles, copyrights and industrial property rights to the drawings, plans, technical documentation and other data, information and documentation, whether in tangible or intangible form—including such items available in electronic form—contained within the offer documentation provided by the Contractor; these materials must not be made accessible to third parties without the written consent of the Contractor.
3. Unless otherwise agreed, the customer bears the responsibility for project organization and project planning (including the coordination of further service providers) as well as for reporting and scheduling. The customer bears the full responsibility for the professional realization of their project on time and within budget, and for the implementation of the recommendations and results provided by the Contractor.
4. The Contractor shall provide the agreed services in accordance with the latest technology. The Contractor shall perform all services carefully, using employees with the appropriate specialist qualifications. To provide the services, the Contractor is authorized, at their own discretion, to engage associated companies and/or subcontractors, whereby the Contractor always remains directly responsible to the customer. Irrespective of the location at which the services are provided, the employees engaged are not subject to

supervision and instruction by the customer and do not enter into a working relationship with the customer. If (e.g. in an individual contract) employees are named, this is done according to the respective level of knowledge and planning at the time the contract is agreed. If it should become necessary for employees to be replaced, the Contractor shall ensure employees with comparable qualifications are engaged. The customer can demand that employees are replaced if there is good cause. In this case, the costs of training a new employee shall be borne by the customer.

5. In agreement with the customer, the Contractor shall draw up a time schedule and work plan and update this when necessary. The Contractor shall report on the status of work to the customer when requested to do so by the customer. The Contractor can maintain logs of discussions regarding adding details to or changing contractual conditions, in particular in relation to the scope of performance, the time schedule and the remuneration. These logs are binding for both parties if the Contractor provides them to the customer and the customer does not object to them in writing, giving reasons, within one week of receipt of such logs. Technical requirements from the customer always require written confirmation by the Contractor before they can become binding.
6. The contracting parties shall name a contact person responsible in the individual contract. This person is authorized to give and receive the declarations required for performance of the contract and to make the decisions required. The contracting parties shall replace the contact persons only if there is good cause and shall inform each other of any replacement without delay.

### **Section 3 Documented results of consulting**

1. If the contracting parties have agreed that the Contractor shall document the results of their consulting in written or electronic form (e.g. in the form of a concept, report or presentation), only the content of the final version of the document is definitive. Draft versions are always non-binding and are used solely for internal purposes or for consultation with the customer. Unless the contracting parties expressly agree otherwise, the Contractor is not obliged to update the final version of a document in respect of circumstances that have occurred or become known since the time the activity was agreed or the document was handed over to the customer.
2. As part of the provision of their services, the Contractor is authorized to use software, data, samples, aids, tools, methods, models or other specialist knowledge (know-how) for which they have the required rights. The rights to this know-how, including further developments and improvements that arise as part of the provision of the services and additional knowledge acquired by employees during provision of the services, remain with the Contractor.
3. Unless otherwise agreed, all documented results of consulting that the Contractor makes available to the customer in fulfillment of the order are to be used exclusively for internal purposes by the customer and must not be disclosed to third parties. The customer is authorized to include in their own documents summaries, calculations, tables or other content components contained within a final version of a document; however, this does not apply to recommendations given by and conclusions drawn by the Contractor. The customer retains sole responsibility for the content of their own documents.
4. Furthermore, for the documented results of consulting handed over by the Contractor, the provisions regarding the granting of rights of use contained within Section 8 of these T&C for services and regarding confidentiality contained within Section 10 of these T&C for services apply.

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## Section 4 Changes to services

1. If the customer wishes to change their requirements or the scope of services, the Contractor shall check the change request and provide the customer with a corresponding offer. The Contractor can refuse the execution of a change request from the customer if the change cannot be executed or the change cannot reasonably be expected from the Contractor within the scope of their operational capabilities or for other technical reasons.
2. Unless otherwise agreed, for checking the change request and for creating a revised offer, the Contractor can demand remuneration in accordance with the effort involved and the Contractor's current price list. Unless otherwise stated in the revised contract, agreed deadlines and schedules are extended or shifted by the period in which the contractual work had to be interrupted due to the change request in addition to an appropriate restart period.

## Section 5 Customer's obligation to cooperate

1. As a material contractual obligation, the customer shall, without remuneration, provide the provisions and cooperation described in the following paragraphs and in the individual contract, as well as any other provisions and cooperation necessary, in a timely and proper manner and in full. The customer shall ensure that their employees have the required qualifications and experience for the cooperation to be provided and shall release them from other activities within the required scope.
2. The customer shall provide complete and unambiguous data, information and documents within the required scope. Unless otherwise expressly agreed, the Contractor is not obliged to check data, information and documents handed over by the customer to ensure that the content is accurate and complete.
3. Within their sphere of operations, the customer shall create all necessary prerequisites for proper performance of the service. The customer shall grant the Contractor access to their operating premises and to their hardware and software within the required scope over the entire term of the contract. The customer shall provide employees of the Contractor who are providing services at the customer's premises with a workplace with Internet access and a telephone.
4. Within the scope of the agreed schedule, the customer shall make all required decisions in good time and on schedule to ensure that the Contractor can provide their services without interference or interruption.
5. The customer shall ensure the required supply and licensing of third-party products (hardware, software, databases, etc.) required for the provision of the contractual services. The customer is responsible for ensuring that the third-party products (including any required access and processing rights for the Contractor) are available and are in good working order, where necessary through license and maintenance contracts with the manufacturers or suppliers of the third-party products.
6. The customer shall coordinate any services linked to the Contractor's services that are provided by the customer's associated companies, service providers or other third parties such that there are no delays, waiting times and/or additional expenses for the Contractor.
7. Within the scope of their obligation to prevent loss, the customer shall take appropriate emergency precautions (e.g. through regular data backups, regular checks of their IT systems) and, in the event of a total failure of their IT systems, must ensure, with a corresponding emergency concept and emergency plans, at least a continuous emergency operation at all times. Unless otherwise expressly stated in writing in individual cases, the employees of the Contractor as well as subcontractors engaged by the Contractor can always assume that

all data that they come into contact with is sufficiently secured against loss and misuse.

8. The customer shall be charged, according to the effort involved, for any waiting and downtimes as well as additional expenses for the Contractor resulting from the delayed fulfillment, non-fulfillment or inadequate fulfillment of obligations of cooperation. If cooperation to be provided by the customer is provided instead by the Contractor—following fruitless expiration of an appropriate deadline set for this purpose, or in the event of imminent danger with no deadline set—the resulting additional expense must be compensated for based on the effort involved. Further claims by the Contractor remain unaffected.

## Section 6 Remuneration and terms of payment

1. Unless otherwise agreed, the remuneration for services provided by the Contractor will be made according to the effort involved and at the agreed daily and hourly rates. Unless otherwise expressly stated, the efforts stated in the individual contract are non-binding estimates. The customer shall be invoiced for the remuneration on a monthly basis at the beginning of the month following the provision of the service, on submission of the usual activity reports that the Contractor maintains. Unless otherwise agreed between the contracting parties, where remuneration is paid according to effort, the daily rates cover a working period of eight hours. Any additional daily work effort beyond this shall be remunerated proportionately on an hourly basis. Remuneration or reimbursement for traveling time and travel costs, as well as the other conditions (e.g. weekend surcharges) are based on the regulations in the Contractor's price list.
2. If the contracting parties agree remuneration for the Contractor's services in the form of a fixed or flat-rate price, this shall be due and invoiced to the customer in stages in accordance with the payment plan agreed in the individual contract.
3. Unless otherwise agreed, all prices are understood to be in euro, plus the applicable legal sales or added value tax, where this tax is due. Any further taxes, duties and other charges shall be borne by the customer. Payments must be made by the customer on receipt of the invoice without delay and without deduction.
4. If the customer gets into arrears with payment, the Contractor can, after the fruitless expiration of an extension period of two weeks, cease performance of their contractual services immediately until the customer has fully met their payment obligations. Further rights of the Contractor due to the payment arrears of the customer remain unaffected.
5. The customer is only authorized to offset amounts that are undisputed or legally binding. The customer is authorized to exercise the right to withhold payment only to the extent that their counterclaim is undisputed or legally binding and is based on the same contractual relationship.

## Section 7 Liability and exemption

1. The Contractor is only liable to the customer for damage that can be attributed to a culpable breach of contract by the Contractor to the following extent, irrespective of the legal basis:
  - a. In the event of injury to persons as well as intentional damage and damage caused by gross negligence, the full amount
  - b. In all other cases, to the amount limited by the remuneration paid by the customer, whereby the liability for indirect damage and consequential damage (e.g. due to a loss of production or operational standstill), as well as the liability for lost profit and other financial loss is excluded

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2. The customer must take all required and reasonable measures to prevent or limit damage; in particular, the customer must ensure their programs and data are backed up regularly. The Contractor is only liable for the recovery of data within the limits of Section 7, paragraph 1 provided the customer has ensured that the data held in a form that can be read by a machine can be reproduced at any time with a reasonable effort.
3. The aforementioned limitations of liability also apply to the benefit of the legal representatives, auxiliary persons and employees of the Contractor.
4. Mandatory legal liability elements, e.g. from product liability law, remain unaffected by the aforementioned regulations.
5. The statute of limitations for claims by the customer for compensation for damages is one (1) year. The statute of limitations for claims against the Contractor remains unaffected provided there is a conflicting statutory legal regulation for a reduction in the statute of limitations.
6. The customer is obliged to indemnify the Contractor, as well as any subcontractors engaged by the Contractor in accordance with the contract, against all claims by third parties, as well as any consequential obligations, damage, costs and expenses, including appropriate legal costs, that result from use of the results of consulting by the customer in a manner contrary to the contract, or from use by a third party to whom the customer has handed over the results of consulting directly or indirectly in breach of their obligations, unless the customer can demonstrate that they are not at fault.

## Section 8 Rights of use

1. In the relationship with the customer, the Contractor is exclusively entitled to all copyrights, patent rights and other industrial property rights to customer-specific work results (planning, design and concept documents, performance specifications, documentation, software, etc.), including insofar as these results have arisen from specifications given by or with the cooperation of the customer.
2. Unless otherwise agreed, for deliveries and services that can be protected and that the Contractor hands over to the customer, conditional on complete payment of the agreed remuneration, the customer receives the non-exclusive, irrevocable right, unlimited in time and space, to use these for the agreed purposes or for the customer's own commercial purposes as stipulated by both contracting parties. Further details of the range of rights of use granted are regulated in the individual contract where applicable.

## Section 9 Duty of loyalty

1. The contracting parties undertake, during the term of the individual contract and for a period of twelve (12) months after the end of that contract, not to headhunt any of the employees of the other contracting party (or their subcontractors) involved in the provision of the services or to employ or otherwise occupy them at their own or another company in which they hold a significant investment. In particular, headhunting will be deemed to have occurred if the recruitment of the employee cannot be demonstrated as being preceded by a public job advertisement.
2. The customer is also obliged, during the term of the individual contract and for a period of twelve (12) months after the end of that contract, not to engage any of the employees of the Contractor (or their subcontractors) involved in the provision of the services (whether directly, or indirectly via a third party) with the provision of similar consulting services on the employee's own account.
3. For each case of culpable violation by the customer of Section 9, paragraph 1, or Section 9, paragraph 2, a contractual penalty in the

amount of the gross annual salary or a gross consultancy fee of the employee headhunted or engaged will be due. Further claims by the Contractor remain unaffected. In addition to any contractual penalty paid, the Contractor specifically reserves the right to claim damages. The payment of the contractual penalty does not absolve the customer from compliance with the corresponding contractual obligation.

## Section 10 Confidentiality, data protection, references

1. The contracting parties undertake not to divulge any operating or business secrets of the respective other party entrusted to them, made accessible to them or that have otherwise become known to them, or any other recognizable, confidential operational facts. They furthermore undertake to use such confidential information only for the purpose intended in the individual contract and not to disclose such information to third parties. The contracting parties shall grant access to such confidential information solely to those employees and subcontractors who require knowledge of such information for the purposes of the individual contract, and such employees and subcontractors will be sworn to secrecy.
2. The obligation to maintain confidentiality does not apply for confidential information that was known to the recipient beforehand with no obligation to maintain confidentiality or that is or will become known generally without the recipient being responsible for this, or that the recipient receives legally from a third party with no obligation to maintain confidentiality or that has been verifiably developed by the recipient independently.
3. The contracting parties undertake to store all business objects, data carriers and documents made available to them by the respective other contracting party securely so that they cannot be accessed by third parties and to hand them over to the other contracting party when requested to do so.
4. To the extent that the Contractor processes personal data belonging to the customer, the Contractor shall, in writing, oblige the employees entrusted with processing this data to handle the data confidentially and to comply with the applicable data protection regulations before they commence their work. If the customer grants the Contractor access to personal data, the customer shall ensure that the relevant legal requirements for transfer to and processing by the Contractor (and, where applicable, their subcontractors) are fulfilled.
5. If the customer agrees to be named as a reference customer, the Contractor may include the name of the customer in a reference list for their own marketing purposes and in this context, may also use the customer's company symbols, brands and logos in printed publications and online, in particular on the Contractor's website.

## Section 11 Contract term and termination

1. In principle, the individual contract ends on completion of the agreed services by both contracting parties. For continuing obligations with no fixed contract end, unless otherwise agreed in the individual contract, each contracting party can terminate the contract at the end of a month with a notice period of one (1) month.
2. The right of both contracting parties to termination for good cause remains unaffected. For the Contractor, there is good cause in particular if bankruptcy or administration proceedings are initiated against the customer, or if the customer is more than one month in arrears with the provision of cooperation or a not insignificant part of the agreed remuneration.
3. Any termination must be given in writing to be effective.

### **Section 12 Final provisions**

1. An assignment or transfer of contractual rights and obligations to third parties—including associated companies of the customer—by the customer requires the prior written consent of the Contractor.
2. All changes and additions to the contract, as well as any declarations relevant to the contract, must be made in writing to be effective (a fax is sufficient, an email is not sufficient). The written form requirement can itself only be canceled in writing.
3. Unless expressly agreed otherwise, the contracting parties are also entitled to exchange information and documents with one another and with third parties electronically with no special encryption procedure to accelerate the processing of the order. The contracting parties are aware that the electronic transfer of information (particularly by means of email) bears risks.
4. These T&C for services and the contract are subject exclusively to Swiss law, with the exclusion of conflicting standards in international private law and the exclusion of the United Nations' Convention on Contracts for the International Sale of Goods (CISG). The place of jurisdiction for all disputes arising in connection with the contract is Zurich, Switzerland. The Contractor also has the right to start legal proceedings at any other court of law that may have jurisdiction under national or international law.
5. If individual provisions of these T&C for services or the individual contract are or become ineffective, or if the contract contains a loophole, the effectiveness of the remaining provisions remains unaffected. In place of the provision that is ineffective or missing, an effective provision that is as close as possible to the business intentions of the contracting parties at the time the contract was agreed is considered valid.

## **B. Supplementary conditions for work services**

In addition to Part A. of these T&C for services, the following supplementary provisions for the provision of work services in Part B. apply in relation to the provision of work services for which the Contractor has taken over the responsibility for results and success, e.g. the creation of a system concept, the implementation of predefined software developments, the execution of MES implementation projects. Where there is any contradictory content, the more detailed regulations in Part B. take priority over the more general regulations in Part A.

### **Section 13 Content of the work services**

1. The individual contract and the documents confirmed by the Contractor as binding are exclusively authoritative for the scope and quality of the services. Further specifications from the customer must be confirmed by the Contractor beforehand in writing. If the contracting parties agree the provision of work services based on a description of requirements by the customer (performance specifications) and/or a realization concept (requirements specifications) created during the project, the following conditions of this Section 13 apply.
2. Unless otherwise agreed, the performance specifications shall be provided by the customer and must be confirmed by the Contractor in writing to become part of the contract. Unless otherwise agreed, the performance specifications contain the final description of the needs and requirements of the customer. The performance specifications confirmed by the Contractor in writing shall become, as an appendix, part of the individual contract.
3. At the request of the customer, the Contractor shall, in return for remuneration and with the cooperation of the customer, create the performance specifications for the customer or support the customer

in the creation of the performance specifications. The customer shall review the performance specifications created jointly by the contracting parties or exclusively by the Contractor with regard to whether the scope of services described therein fully and correctly reflects their needs and requirements. If, during this review, the customer determines any deficiencies, gaps or contradictions, the customer shall inform the Contractor immediately and the Contractor shall add to and/or correct the performance specifications accordingly; in all other cases the customer shall accept the performance specifications with a written declaration. The performance specifications are deemed accepted if the customer does not make valid, specific complaints in writing, with justifications, to the Contractor within two (2) weeks of the performance specifications being handed over to the customer.

4. Following written confirmation by the Contractor of the performance specifications created by the customer or following acceptance by the customer of the performance specifications created by the Contractor, these performance specifications form the binding and final basis for the provision of further services, replacing all other existing documents that describe services. If the customer requests changes to the concept or content of the services after confirmation or acceptance of the performance specifications, this represents the desire for a contractual change in accordance with the change request procedure regulated in Section 16.
5. If, during the project, the contracting parties create a requirements specification based on the performance specifications, the preceding paragraphs apply accordingly. Once it has been accepted, the requirements specification forms the binding and final basis for the provision of further services, replacing all other existing documents that describe services, in particular the performance specifications. If the customer requests changes to the concept or content of the services after acceptance of the requirements specification, this represents the desire for a contractual change in accordance with the change request procedure regulated in Section 16.

### **Section 14 Project plan**

1. The anticipated time schedule and contents for the project, the individual project phases and milestones, and the amount of and due date for remuneration will be documented in a project plan.
2. Schedules and deadlines are non-binding unless they are specified as binding in the project plan. Binding milestone deadlines must be expressly stated as such. Schedules and deadlines are moved or extended by the period in which the Contractor has to wait for required decisions or cooperation on the part of the customer or is prevented, through no fault of their own—e.g. due to industrial disputes, natural disasters, force majeure or any other unpredicted events—from completing the contract as well as by an appropriate restart period following removal of the impediment. When milestones are reached, the customer shall check and accept the respective status of performance if requested to do so by the Contractor.

### **Section 15 Project organization**

1. In the individual contract, the contracting parties shall nominate, as a central contact person, a project manager (and a representative) who is responsible for execution of the contract. The contracting parties shall replace the project managers and their representatives only if there is good cause and shall inform each other of any such replacement without delay.
2. The project manager and their representatives are authorized to make all project-relevant decisions and to submit all declarations of intent; in particular, they are authorized to issue notice of any defects and to declare acceptance. The tasks of the project manager of the customer also include incorporating and coordinating all specialist departments and employees of the customer involved in the provision of the



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services, as well as external service providers engaged by the customer, in particular with regard to the prompt and proper provision of the required cooperation.

3. If necessary, the contracting parties shall set up a steering committee. The steering committee shall be made up of the project managers nominated by the contracting parties, together with one representative from the management of each contracting party respectively. At the request of at least one of the contracting parties, the steering committee will conduct a meeting (which can also be run as a Web meeting) and will make the important decisions regarding the progress of the project.
4. The contracting parties shall conduct project discussions as and when required. If the Contractor drafts minutes about project discussions at project manager level and/or in the steering committee, these minutes will be binding for both parties if the Contractor provides the customer with the minutes and the customer does not object to them in writing or in text form (e.g. via email), giving reasons for the objection(s), within one (1) week of receipt.

## Section 16 Change requests

1. The contracting parties can propose changes and additions to the agreed services at any time in writing (change requests). The Contractor can refuse or defer the execution of a change request if the changes or enhancements cannot be executed or if the Contractor cannot reasonably be expected to execute the changes within their operational capabilities or capacity planning or for any other technical reasons. The provision of the contractually agreed services always takes priority over the execution of a change request.
2. In the event of a change request, the customer shall initially commission the Contractor with the analysis of the change or enhancement and the consequences of the change or enhancement for the structure of the contract. The Contractor shall determine the effects on the agreed scope of services and, where applicable, required changes to the performance specifications or requirements specifications and the project plan, as well as the remuneration, and shall present these in writing in a revised offer.
3. The Contractor can demand an appropriate, additional remuneration based on effort for the work required to check a change request from the customer and create revised offers. The Contractor shall advise the customer of the necessity of the check and the associated consequential costs. This regulation applies accordingly if the Contractor themselves proposes a change request and a check of this change request by the Contractor is agreed jointly by the contracting parties.
4. Changes to the agreed scope of services, the performance specifications or requirements specifications, the project plan and any other contract adjustments will be agreed in writing in a supplement to the individual contract. If the contracting parties do not agree on a contractual adjustment within two weeks of receipt of the revised offer from the Contractor, the Contractor shall continue the execution of the contract without consideration of the change request.
5. Unless otherwise regulated in a revised agreement, agreed execution deadlines shall be extended by at least the period in which work had to be interrupted due to the change request, as well as an appropriate restart time.

## Section 17 Creation and surrender of software

1. If the Contractor creates individual software for the customer or adjusts existing software on an individual basis for the customer, unless otherwise agreed, the customer will receive the software created or adjusted exclusively in object code together with user documentation (in the form of a description of the function and implementation) in German or English. Development documentation

and any other documentation (e.g. regarding software architecture, interfaces, etc.) shall be created and surrendered only if there is a special agreement and only for additional remuneration.

2. In the relationship with the customer, the Contractor is exclusively entitled to all copyright, patent rights and other industrial property rights to customer-specific software created or adjusted, including insofar as these have arisen from specifications given by or with the cooperation of the customer.
3. Unless otherwise agreed in the individual contract, on payment of the agreed remuneration for the software surrendered to them, the customer will receive the non-exclusive rights of use described in detail in the individual contract to use the software for their own commercial purposes in the contractually agreed or required scope and to copy and distribute this software within this scope.

## Section 18 Acceptance

1. Acceptance by the customer is subject exclusively to the work services provided for the customer by the Contractor. Furthermore, in the individual contract, the contracting parties can expressly agree that work results must be accepted. If a requirements specification has been created, this alone is authoritative for the acceptance check and contains (subject to changes from subsequent change requests) a conclusive description of the acceptance criteria.
2. When the Contractor has provided the agreed services in full, the Contractor shall provide the customer with the work results for acceptance and shall inform the customer of the readiness for acceptance. The customer shall perform the acceptance check within two (2) weeks and shall declare acceptance if no defects that prevent acceptance have occurred during the acceptance check. During the acceptance check, the contracting parties shall together create a log that covers the test cases, the functional checks performed and any defects discovered.
3. Only such defects in the work results that exclude or significantly restrict the use of the work results can prevent acceptance or justify termination of the acceptance check. Defects that prevent acceptance shall be eliminated by the Contractor during the acceptance check as far as possible or within an appropriate period after the acceptance check. Once the defects preventing acceptance have been eliminated, the Contractor shall notify the customer again of readiness for acceptance. A new acceptance check by the customer must take place within one (1) week. Any defects that remain after acceptance shall be eliminated as part of an improvement to or maintenance of the software.
4. At the request of the Contractor, separate and distinct parts of the services (in particular, milestones) must be accepted by the customer according to the above-mentioned regulations insofar as the respective work results are accessible for acceptance. With such a partial acceptance, the customer declares their agreement with the respective part of the service; every partial acceptance therefore has the legal effects of an acceptance. For any subsequent partial acceptances, only those parts of the services will be checked that have not been previously tested and accepted, as well as the interaction of these parts of the services with the previously accepted work results. Partial acceptances that have already taken place remain unaffected by the success of subsequent acceptance checks as well as the final acceptance.
5. Acceptance or partial acceptance is also deemed declared or granted if the customer expresses their acceptance of the service in another way (e.g. through use of the work results in productive operation, through payment of the contractually agreed remuneration) or if, within two (2) weeks of notification of the readiness for the acceptance, the customer (i) does not perform the acceptance check and report defects preventing acceptance to the Contractor in writing

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or (ii) does not provide the cooperation required for the performance of the acceptance check despite a corresponding request from the Contractor.

6. In the individual contract, the contracting parties can define alternative regulations to those in the preceding paragraphs. Productive use of the work results handed over before declaration of acceptance by the customer is not permitted under any circumstances.

**Section 19 Warranty**

1. The customer shall notify the Contractor of recognizable defects in writing without delay, in an understandable form, specifying the information appropriate for elimination of the defects.
2. The Contractor guarantees that the work services surrendered to the customer meet the specifications of the service description (with consideration of any change requests). This Section 19 does not apply to the provision of services.
3. Insofar as the Contractor performs services according to specifications from the customer, or adapts components from third parties or the customer themselves at the request of the customer, or integrates such components into their own software or products or connects them to their own software or products, the Contractor accepts no responsibility for the technical and legal properties of these third-party components or the consequences of the implementation of the customer specifications.
4. Functional impairments that arise, for example, from improper use of the work results by the customer, from the system environment of the customer, or from other reasons resulting from the risk area of the customer do not represent defects. Furthermore, it is a requirement of the warranty that the customer does not change the work results or use them in violation of the contractual specifications unless the customer can demonstrate that the defect is independent of such use.
5. In the event of defects in work services, the Contractor guarantees improvement which, as chosen by the Contractor, shall take the form of a re-delivery of work results with no defects or elimination of the defect. Defects may also be eliminated by the Contractor initially demonstrating reasonable options for avoiding or circumventing the effects of the defect to the customer.
6. If the improvement fails definitively (at least two attempts for each defect notified in the proper form), the customer can reduce the remuneration. More than two improvement attempts may be appropriate and acceptable for the customer due to the complexity of the services. The Contractor is liable for damages due to defects within the scope of the limits defined in Section 7.
7. If the Contractor provides services relating to finding or eliminating defects without being legally obliged to do so, the Contractor can demand compensation from the customer based on the effort involved at the agreed daily or hourly rates. This applies in particular if a defect reported by the customer cannot be verified or cannot be attributed to the Contractor. There can be no claim for damages if the customer was unable to discern that there was no defect in the services provided by the Contractor.
8. The statute of limitations for warranty claims by the customer is one (1) year from acceptance of the relevant work results.