

## 1 Contract object and work specification

1.1 The supplier carries out the work exclusively in accordance with the terms and conditions agreed in the contract and below, in return for the contractually agreed remuneration.

1.2 Responsibility for success is borne by the supplier only to the extent that:

- On exchange of contract, the critical criteria for success are specifically and finally defined in the work specification in terms of scope and effect and become the object of the contract (agreed performance criteria).
- The customer fulfils its cooperation duties in good time and in an orderly manner.

If any of the conditions in accordance with a) or b) is not fulfilled, the supplier is under no obligation of success. This does not apply if failure to cooperate in good time and on an orderly basis (1.2. b) has no effect on performance of work.

1.3 The work specification is based on the customer's specialism-related functional requirements as notified by the customer. In particular, the work specification definitively reflects the agreed performance criteria (1.2 a) and any applicable test criteria. Modifications to the work specification may be made only in accordance with 4. Analysis, planning and advisory services required for the work specification will be performed by the supplier only on the basis of a separate contract.

If not already agreed in the work specification, the parties will in good time before the start of work, generally at the latest two weeks after signature of the contract, agree - on the basis of the agreed performance criteria - the test means to be carried out for checking them (1.2 a) such as test cases (see 6.6 e).

If the test means are not agreed in good time, the supplier will be entitled on its side to define suitable practice-oriented test means on a binding basis. In doing so, it will take appropriate account of the customer's interests.

1.4 In the absence of an agreement to the contrary, CONET's Contractual Terms for Services (DL) will apply if the supplier does not owe the success of a work contract.

## 2 Collaboration of the contractual partners

2.1 The contact persons (item 2.1 of CONET's AV) must promptly obtain the decisions in connection with contract execution and make themselves available to provide necessary information.

The decisions of the contact persons must be documented.

2.2 In the absence of an agreement to the contrary, the place of performance of work is the place of the supplier's registered offices.

## 3 Cooperation duties

3.1 The customer must ensure that the documents, information and data required for performance of the work are provided by the contact persons nominated by it to the supplier in complete and correct form, in good time, and free of charge unless it is the supplier's duty to provide them. The supplier is entitled to assume that these documents, information and data are complete and correct unless it is evidently discernible to it that they are incomplete or incorrect.

3.2 The test means defined in accordance with item 1.3 will be handed over by the customer in good time and in an orderly manner. If the customer is in default with the handover, as the result of a reminder for example, the supplier will be entitled to produce or procure suitable test means at the customer's expense.

3.3 The customer must report defects particularly in accordance with item 2.3 of CONET's AV. In the absence of an agreement to the contrary, the appropriate forms and procedures of the supplier will be used for this purpose.

## 4 Procedures for work modifications

Both contractual partners can propose modifications to the work specification (see 1.3) and performance of work. For this purpose the following procedure is agreed:

4.1 The supplier will look at a modification proposal from the customer and inform it whether an extensive examination is required.

4.2 If an extensive examination of the modification proposal is required, the supplier will inform the customer in a reasonable time about the period likely to be required for this and about the remuneration. An examination will be commissioned or declined by the customer in a reasonable time.

4.3 If an extensive examination of the modification proposal is not required or when the commissioned examination is completed, the supplier will either:

- Inform the customer that the modification proposal cannot be carried out by the supplier within the parameters of the agreed work, or
- Make a written offer to the customer for execution of the modifications (modification offer). The modification offer will contain at least the modifications to the work specification and their effects on the performance period, the planned deadlines, the test means and the remuneration.

4.4 Within the stipulated acceptance period (binding period) the customer will either decline the modification offer or declare its acceptance in writing or in another agreed form.

4.5 The supplier and the customer may agree that work affected by a modification proposal is interrupted until completion of the examination or - if a modification offer has been made - until the end of the binding period.

4.6 Until acceptance of the modification offer, work will be continued on the basis of the previous contractual agreements. The performance periods will be extended by the number of calendar days on which work is interrupted in connection with the modification proposal or its examination. The supplier may demand appropriate remuneration for the duration of the interruption except to the extent that the employees affected by the interruption can be used by the supplier elsewhere or the supplier maliciously fails to do so.

4.7 In the absence of an agreement to the contrary, the modification procedure will on request by the supplier be documented in writing or text entries on a form of the supplier. Every modification of the work specification must be agreed in writing or in another form agreed between the contractual partners.

4.8 For modification proposals by the supplier, items 4.2 to 4.7 apply accordingly.

4.9 Modification proposals must be addressed to the contact person (2.1) of the contractual partner.

## 5 Utilisation rights

5.1 To the work results achieved by the supplier within the parameters of the contract and handed over to the customer, the supplier will, in the absence of an agreement to the contrary, grant the customer a non-exclusive and generally non-transferable right to use these for its own internal purposes on a lasting basis within the parameters of the contractually stipulated purpose. The utilisation right granted to the customer to the work handed over by the supplier may be transferred to third parties by the customer only under complete surrender of its own rights.

5.2 All rights are otherwise retained by the supplier.

5.3 The supplier is entitled to take reasonable technical measures for protection against non-contractual use. Use of the services in accordance with contract may not be substantially impaired as a result of this.

5.4 The supplier is entitled to revoke the customer's utilisation right if the customer substantially infringes utilisation restrictions or other regulations for protection against unauthorised use. The supplier must previously allow the customer a period of grace for remedial action. In the event of repetition or special circumstances which, in consideration of the interests of both sides, justify immediate revocation, the supplier may declare revocation without a period of grace. After revocation, cessation of use must be confirmed by the customer to the supplier in writing.

## 6 Acceptance

6.1 Acceptance must be declared by the customer within 14 calendar days after receipt of the supplier's written acceptance request unless a different period is agreed. During this examination period the customer can satisfy itself, where relevant on the basis of the test means (1.3), that the work performed is in accordance with contract.

6.2 In the absence of an agreement to the contrary, defects reported will be allocated to one of the following categories:

a) Category 1

The work contains a defect which makes its use impossible or seriously restricts its use.

b) Category 2

The work contains a defect which restricts its use without a category 1 defect being constituted.

c) Category 3

The work contains a defect which restricts its use only immaterially.

6.3 In the case of a category 1 defect the customer can refuse to issue the acceptance declaration. This also applies if a number of defects in category 2 together result in category 1 effects (6.2 a). If defects with category 1 effects are reported in an orderly manner (3.3), the supplier must correct them within a reasonable time so that category 1 effects no longer exist. If, because of such a defect, its effects or its correction, examinations cannot be meaningfully continued, the examination period will be extended appropriately for the affected work.

6.4 Already declared partial acceptances are unaffected by later acceptance examinations for other work. The same applies for examinations already carried out except to the extent that these are affected by a defect or its correction.

6.5 If no category 1 defect effects exist, the work will be deemed to be capable of acceptance. Acceptance (see 6.1) will then be declared by the customer on completion of any tests but at the latest at the end of the test period (see 7.1).

6.6 The work is deemed to be accepted - even without an express declaration and without an acceptance request from the supplier:

- If the customer uses the work other than for test purposes (1.3), or
- On payment, unless the customer has justifiably refused acceptance, or
- If, within the examination period in accordance with 6.1, reports no defects which prevent acceptance, or
- If, within a reasonable period set for the customer by the supplier, the customer reports no defects which prevent acceptance and, in setting the period, the supplier points out this consequence, or
- If, under use of the test means (1.3, 3.2), the tests can be conducted without defects which prevent acceptance.

6.7 In the absence of an agreement to the contrary, separately distinguishable part works will also be individually accepted in accordance with these regulations.

## 7 Defect claims by the customer

7.1 The customer has defect claims only if reported defects can be reproduced or otherwise proven by the customer. This also applies to defects for which rights are reserved on acceptance. With regard to the notification of defects, item 3.3 of CONET's AV applies in particular.

7.2 If the customer has justified defect claims, it is initially entitled only to subsequent performance within a reasonable time. At the choice of the supplier, subsequent performance consists either of correction of the defect or new production.

7.3 If subsequent performance is unsuccessful or proves impossible for other reasons, the customer may in accordance with the provisions of the law reduce the remuneration, withdraw from the contract and/or - within the parameters of item 6 of CONET's AV - demand compensation for damages or reimbursement of expenses. The customer is entitled to take remedial action itself at the supplier's expense only if a defect is not corrected after expiry of a reasonable period for subsequent performance and the cause of this lies in the supplier's domain. If subsequent performance is delayed, compensation for damages or reimbursement of expenses by the supplier is governed by item 3.4 of CONET's AV. In particular, item 6 of CONET's AV applies with regard to compensation for damages and reimbursement of expenses by the supplier.

Any right of election accruing to the customer with regard to these defect claims will be exercised by it within a reasonable time, as a general rule 14 days.

7.4 For material defects, item 4 of CONET's AV applies on a supplementary basis. For legal defects, item 5 of CONET's AV applies on a supplementary basis.

## 8 Application of CONET's AV

The General Contractual Terms (AV) of CONET apply on a supplementary basis.