

General Terms and Conditions

§ 1 Application

1. contrimo GmbH renders consulting and support services in the areas of IT services, eBusiness, and project management, development and customizing services (hereinafter referred to as the “Services”). The present General Terms and Conditions (hereinafter collectively referred to as “GTC”) govern the provision of services rendered by contrimo GmbH in IT and eBusiness projects under a contract for services. With regard to contracts for work and services, the Specific Terms and Conditions for Contracts for Work and Services (hereinafter referred to as “STC – Work/Services”) shall govern.
2. contrimo GmbH will perform its Services subject to the present GTC only, and in the case of contracts for work and services, additionally subject to the STC – Work/Services. The terms and conditions of Customer shall not apply, including cases where contrimo GmbH does not expressly object to them and performs the agreement.
3. The present GTC, as amended, shall also apply to all future business transactions between contrimo GmbH and Customer, including cases where contrimo GmbH does not expressly refer to them.
4. contrimo GmbH will use the present GTC only in business transactions with enterprises in the course of its ordinary business.

§ 2 Conclusion of Contract, Scope of Services, and Quality

1. contrimo GmbH quotations are subject to change and are not binding, unless they are expressly referred to as binding or they are submitted for a limited time period. The parties are deemed to have entered into a contract for Services, when a purchase order is signed, when a purchase order is confirmed by contrimo GmbH in writing, or when contrimo GmbH performs the contract.
2. As a rule, the scope, kind, and quality of Services to be rendered by contrimo GmbH are governed by the contract concluded between the parties, and unless provided otherwise, the project documentation and other exhibits referred to as binding, and, with regard to contracts for work and services, the performance specifications (cf. § 1 STC – Work/Services). Any other records shall only be binding when confirmed as such by contrimo GmbH in writing.
3. contrimo GmbH shall render the Services with the contractually agreed quality and based on the state-of-the-art at the time of the execution of the contract. Customer shall submit its requirements in writing.
4. contrimo GmbH has the right to take minutes of discussions regarding a more precise definition, or modifications or amendments of contract details, in particular, regarding the subject matter. The minutes become binding for both parties when contrimo GmbH provides them to Customer and Customer fails to object to them in writing within one (1) week, stating reasons for its objections. contrimo GmbH shall draw Customer’s attention to this effect in each individual case.
5. Information and representations in product and project descriptions, documentation, etc. do not constitute a guarantee or warranty on the part of contrimo GmbH regarding the quality of work results, projects, or Services, unless contrimo GmbH states this intention expressly and in writing.
6. To the extent that contrimo GmbH performs development tasks based on the requirements and specifications of Customer, or if contrimo GmbH integrates computer programs or other components supplied by third parties or by Customer into development tasks, or customizes its own development results to be used with the components provided or specified by Customer, contrimo GmbH does not assume any liability for the technical and legal properties of such components not provided by contrimo GmbH. In particular, Customer shall hold contrimo GmbH harmless and indemnify contrimo GmbH for damage claims that third parties may assert against contrimo GmbH for the violation of third party patents, copyrights, trademarks, or other industrial property rights.
7. contrimo GmbH reserves the right to retain subcontractors in the performance of Services.

§ 3 Cooperation of Customer

1. Customer shall provide contrimo GmbH with all information required for the performance of the contract in a timely manner, shall inspect the work results promptly, and shall immediately notify contrimo GmbH of any faults and defects in writing, giving a detailed description of their effect. This obligation shall only apply to the extent

that Customer is able to detect and identify defects. In no case, however, does contrimo GmbH waive its right to invoke the defense that the inspection and notice of defect occurred too late.

2. To the extent required or appropriate in the performance of the contract, Customer shall assist contrimo GmbH free of charge in the performance of the contract by providing, in a timely manner and to the extent necessary, staff, facilities, the relevant IT environment, telecommunication devices, and data, among others, and by cooperating with contrimo GmbH with regard to specifications, tests, acceptance tests, etc. Customer shall designate a contact person for contrimo GmbH that is authorized to make and receive all statements and information required in the performance of the contract.
3. Customer shall thoroughly test all work results, development results, and customized items for their freedom from defects and their usability in a specific application situation prior to their operative use. Customer shall save its data in accordance with the state of the art, review programs, perform failure diagnosis, and take all other reasonable precautions.
4. In the event of software deployment projects, the provision of Services by contrimo GmbH is subject to the condition precedent that the infrastructure and software operate – individually and in combination – trouble-free, and that, in particular, the network meets the requirements of the various manufacturers of the software to be used and allows for unrestricted operation.
5. This applies accordingly to the procurement of the licenses necessary for the services to be performed by contrimo GmbH in so far that they cannot be procured from contrimo GmbH. Should these licenses not be at hand or not be at hand on time or if they are not fully supported by the system environment, the customer shall release contrimo GmbH from any resulting claims.
6. If Customer fails to meet its cooperation duties, contrimo GmbH has the right to withhold Services; other rights that contrimo GmbH may have are not affected hereby. If contrimo GmbH performs the contract anyway, Customer will be charged for the additional expenses incurred by contrimo GmbH based on the then valid price list. The same applies to additional time and expenses incurred by contrimo GmbH due to the fact that work must be repeated because of inaccurate, incomplete or subsequently rectified information provided by Customer.

§ 4 Performance Dates, Delays

1. Periods for supply and services will be extended by such period of time during which contrimo GmbH is unable to perform the Services due to circumstances beyond the control of contrimo GmbH (e.g., labor unrest, force majeure, failure of employees, hardware, or supply by suppliers, for which contrimo GmbH is not responsible) plus a reasonable period of time for the resumption of Services. The same applies to any period of time during which contrimo GmbH waits for information, cooperation, or a decision of Customer pertaining to a supplementary quotation.
2. Except with regard to payment obligations, contrimo GmbH shall not be deemed to be in default, unless a written reminder has been sent. Reminders, notices of defect, and communication with regard to deadlines must be in writing to be effective. Deadlines and periods for Services and subsequent performance specified by Customer must be of a reasonable duration, generally no less than 10 working days.
3. In the event that Customer is responsible for a delay or default in the performance of a project or contract, contrimo GmbH will charge Customer for additional expenses incurred based on the then valid price list.

§ 5 Compensation, Payment Terms, Set Off

1. The compensation for the Services rendered is subject to the contract for Services entered between the parties or the order confirmation issued by contrimo GmbH. To the extent that the parties to the contract have not provided otherwise, the compensation will be determined based on actual expenses at daily rates in accordance with the then valid contrimo GmbH price list.
2. Unless provided otherwise, the daily rates cover a daily working time of eight (8) hours. Customer will be charged for excess work rendered on any one working day on a pro-rated basis. For work rendered during the weekend and on public holidays as well as at night (after 8 p.m.) a 50% supplement will be charged. Customer will be charged a rate of 50% of the agreed upon daily rate for the respective employee(s) for the time during which contrimo GmbH employees travel to and from Customer's site and to other sites, in the event that contrimo GmbH performs services at other sites upon the customer's request. Out-of-pocket expenses, travel expenses, and lodging will be invoiced separately. Car travel will be invoiced based on the then valid price list, while public transport

trips (1st class railway, business class air travel) and lodging will be invoiced based on the actual expenses incurred, and food at a flat rate in accordance with the then valid statutory maximum rates.

3. Customer will be invoiced for Services rendered on a monthly basis (with the exception of fixed prices, as agreed between the parties). Unless agreed otherwise, 1/3 of a fixed price will generally be invoiced after the conclusion of the contract, 1/3 after the first agreed milestone has been achieved, and 1/3 after completion of the entire Service. Payments are due within 14 (fourteen) days after the date of invoice with no deductions. Compliance with this provision shall be deemed to have occurred on the day that contrimo GmbH may dispose of the contract amount.
4. All amounts indicated are net amounts; exclusive of the then valid statutory value added tax and any other charges and customs charges.
5. contrimo GmbH has the right to claim compensation for delayed payments in the form of 10% interest above the ECB basic interest rate. contrimo GmbH is free to prove that it has suffered higher damages, and Customer may attempt to prove lower damages (not, however, lower than the statutory interest rate for delayed payments). In the event that Customer is in default with a payment for more than two (2) weeks, contrimo GmbH has the right to withhold all other supplies and services until full payment has been received. contrimo GmbH will notify Customer hereof in writing prior to suspending supplies and services.
6. Customer shall not set-off claims unless they are undisputed or have been finally adjudicated and result from the same individual contract/purchase order. Customer's right to withhold payments or to invoke the defense that the contract has not been performed only exists in cases governed by this particular contract and only in the event that contrimo GmbH itself has committed a gross breach of contract or contrimo GmbH has already received a certain portion of compensation for a defective supply or service that matches the value of a supply or service, or in the event that the counter-claim of Customer has been finally adjudicated or is undisputed.

§ 6 Copyright and Rights to Use

1. contrimo GmbH grants Customer the non-exclusive right, not restricted as to time and territory, to use the work results created on behalf of Customer (evaluations, planning and concept documents, in particular, software, including parameterizations, and related documentation, reports, drawings, etc.) for its internal business purposes, within its own business operations, and subject to the agreed scope of use. The scope of the rights to use granted for the work results, in particular, software obtained from third parties, is primarily governed by the Terms of Use that contrimo GmbH will make available to Customer. All work results created by contrimo GmbH and also all work results obtained from third parties are subject to the terms and conditions set forth in the following paragraphs.
2. Customer has the right to load software into the RAM and on hard disks of such type and number of computers within a defined network, as agreed in the contract, and use the software at the designated number and type of work places. Within the scope of the contractual use, Customer has the right to reproduce the software, to make the necessary backup copies, to mark them as such, and to use the accompanying documentation. The renting, transfer to or use by third parties, time-sharing, use to provide online services (ASP) and data center computing, or any other use of the software by third parties, whether with or without compensation, is not permitted, unless the prior written consent of contrimo GmbH has been obtained. Customer will receive software, unless otherwise agreed, as an executable file (machine-readable) only.
3. All other kinds of use, in particular, the translation, alteration, arrangement, other reworking, and the distribution of the software and other work results require the prior written consent of contrimo GmbH. The copyright notices, other proprietary notices, serial numbers, and other identification marks contained in the software and other work results shall not be modified or obliterated.
4. Customer shall not transfer the software and other work results to third parties except with the prior written consent of contrimo GmbH. contrimo GmbH will grant this permission, provided, however, that prior to such transfer, Customer assures contrimo GmbH in writing that Customer will refrain from any further use of the software and the other work results, and that Customer has not retained any copies thereof, and after the third party has sent a written notice to contrimo GmbH by which it agrees to be bound by the terms and conditions governing the use and transfer to third parties. Customer shall provide the original data storage media, documentation, and other records to such third party.
5. The parties to the contract are free to expressly designate particular pieces of software code that have been created individually on behalf of Customer, and other work results as "exclusive material" by mutual arrangement. In

this case, Customer is granted the exclusive, transferable, and irrevocable right to use and ownership title and right, not restricted as to time, territory, or subject matter. In this case, Customer has the right to reproduce, translate, rework, and disseminate the software and other work results, to provide them to third parties for distribution, to demonstrate them, exploit them economically, and to publish reports about such software and other work results. In this event, Customer will receive the source code, including development documentation and all other records, in copy or original. contrimo GmbH is free, however, to develop material, software, and work results and to provide them to third parties for their use that are similar to the exclusive material supplied to Customer. In addition, the terms and conditions of use set forth in this paragraph shall apply to any work results, mutates mutandis, that have not been marked as “exclusive material”.

6. In the event that contrimo GmbH supplies Customer with software that has been created by third parties, the kind of scope of rights to use granted to Customer will be subject to the license terms and terms and conditions of use stipulated by such third parties.
7. contrimo GmbH will grant Customer the rights to use indicated above, subject to the condition precedent that full payment of all outstanding amounts has been received. contrimo GmbH may revoke the rights granted for cause. Cause shall exist, in particular, when Customer fails to make a material payment and is in default for more than one (1) month, violates the above terms of use, or breaches the duty of confidentiality set forth in § 9 and does not immediately cure such breach of contract following a written notice in which contrimo GmbH threatens to revoke all rights granted, or, in case of imminent danger, also without such notice. In the event that the rights are revoked, Customer shall surrender the original of the software and other work results and any copies thereof, if any, and delete all programs that have been stored. Upon request by contrimo GmbH, Customer shall confirm in writing that the software, work results, and any copies thereof were surrendered or deleted.
8. Except in the event that exclusive rights to use have been granted, Customer shall immediately notify contrimo GmbH in writing when third parties attempt to access the software and work results; Customer shall inform third parties that contrimo GmbH is the owner of all rights and that Customer has only been granted a conditional and restricted right to use, if appropriate.

§ 7 Warranty/Defects

1. The following terms and conditions governing claims based on defects/warranty apply to all contrimo GmbH Services that are performed under a purchase agreement or a contract for work and services. In the event that the Services are subject to the law governing contracts for services, contrimo GmbH may request the application of the following terms and conditions to work results that have been clearly defined and may be delimited.
2. Defects within the meaning of this warranty are only reproducible defects that are caused by the poor quality of contrimo GmbH Services, including services that contrimo GmbH obtained from subcontractors, or by defects in the program modules developed by and supplied by contrimo GmbH. Therefore, an impaired function resulting from hardware defects, defects in standard software, environmental conditions, inappropriate use, defective data, etc. is not considered a defect. contrimo GmbH advises Customer that even minor alterations of the Software may result in major, unforeseeable interruptions of the respective programs and other programs. Therefore, Customer is expressly warned not to alter or modify the programs on its own; Customer will have to assume the sole responsibility for such interventions.
3. Customer shall promptly inspect all Services performed by contrimo GmbH and notify contrimo GmbH of any defect(s) in writing, giving a detailed description of the defect. Customer’s project manager will take, to the extent he/she may be reasonably expected to do so, all necessary steps to identify, delimit, and document defects. This includes the preparation of system logs, memory dumps, and the provision of the input/output data affected, of interim and test results, and other records that may help to explain the defect. In the event that warranty claims are asserted, Customer will provide contrimo GmbH with all available information and assist contrimo GmbH in the removal of the defect.
4. contrimo GmbH has the right to initially discharge its warranty obligations by subsequent performance. In the discretion of contrimo GmbH, subsequent performance will take place by providing a new version of the program or documentation, or by showing Customer a workaround to avoid the effects of the defect. It may not be possible to remove a defect entirely by way of subsequent performance. Customer will also accept a new program version in the event that this causes reasonable expenses for adjustments and customizing.
5. The parties agree on the following error categories:
 - › Category 1: The goods supplied or services rendered cannot be used. It is not possible to work around the error using organizational or other, commercially reasonable, aids.

- › Category 2: The use of the goods supplied or service rendered is impaired, but basically possible. It is possible to work around the error with organizational or other, commercially reasonable, aids.
 - › Category 3: The error has no substantial effect on the functionality and usability of the goods supplied or service rendered. The use of the goods supplied or service rendered is not, or is only slightly impaired.
6. In the event that subsequent performance finally fails after more than two (2) attempts despite a reasonable grace period that had been granted in writing, Customer has the right, at its discretion, either to reduce the compensation or to rescind the agreement. Any other warranty claims are excluded, such as damages for expenses incurred in the removal of defects by third parties, shipment of new supplies, and reimbursement for the costs of this contract.
 7. In the event that Customer is unable to identify the cause of the defect, contrimo GmbH will investigate its cause. If contrimo GmbH is able to show that the defect is not attributable to contrimo GmbH, in particular, since inappropriate hardware was used, because the R/3 software is defective or the defect was caused by Customer's interventions, contrimo GmbH has the right to claim compensation for its Services.
 8. In the event that contrimo GmbH violates its obligations, Customer may only claim damages in lieu of the full service and rescind the agreement if Customer has provided contrimo GmbH with a specific notice regarding the breach demanding the breach to be cured, to the extent that the law prescribes a grace period to be granted by Customer during which a service is to be rendered or subsequent performance is to be attempted, and that this grace period is not dispensable in the specific case. In addition, in its writing in which the grace period has been granted, Customer must threaten to refuse acceptance of the contrimo GmbH Service after the period has expired without success and/or to rescind the agreement. In the event that contrimo GmbH responds to Customer's request for removal of the defect with the intention to remove the defect, Customer shall, for the avoidance of doubts, bindingly declare within ten (10) working days after the expiration of the grace period granted whether it intends to continue the existing agreement.
 9. In the event that third parties assert proprietary rights against Customer, Customer shall immediately notify contrimo GmbH in writing. In its discretion and by prior arrangement with Customer, contrimo GmbH shall either defend or satisfy the claims. contrimo GmbH may replace the Services affected with comparable services complying with the term of the agreement, to the extent that Customer may be reasonably expected to accept this. Customer shall not acknowledge any third party claims on its own. contrimo GmbH shall defend against third party claims at its own expense and shall hold harmless and indemnify Customer from any costs and damages related to the defense against the claim, provided, however, that the indemnity is limited by the terms and conditions set forth in § 8 (Liability) and that damages have not been caused by the conduct of Customer in violation of the contract.
 10. The Statute of Limitations for Customer's claims is:
 - › 1 year for defects as to quality;
 - › 1 year for legal defects, unless the legal defect is not caused by a right in rem of a third party based up on which such third party may claim the surrender of the equipment or software supplied, and
 - › in all other cases, subject to statutory provisions.

If a defect as to quality or legal defect has been intentionally concealed or in case of intentional wrongdoing, malice or gross negligence, the statutory provisions governing the Statute of Limitations shall also apply.

§ 8 Liability and Compensation of Damages

1. contrimo GmbH is excluded from any liability regardless of the reason, except if:
 - › contrimo GmbH is charged with intent or gross negligence;
 - › the products or services are not consistent with a guarantee agreement.
 - › the damage occurred is due to the breach of a cardinal obligation, this means a principal and integral contractual obligation of contrimo GmbH, the fulfillment of which is a prerequisite to achieve the objectives intended by the customer with the conclusion of the contract provided the customer has trusted or may have trusted in its fulfillment.
 - › contrimo GmbH based on provisions defined in the product liability law is liable for personal and material damages that may have occurred due to defects upon using the contrimo GmbH product.

- › contrimo GmbH is responsible for damages that rest on injuring life, body or health.
- 2. If contrimo GmbH is, by exception, liable according to the afore mentioned subsections, and if contrimo GmbH has only been negligent then the liability is limited to the foreseeable damages at the time of agreement closing, unless the customer is not a merchant as defined in the German Commercial Code.
- 3. contrimo GmbH is not liable for consequential damages and lost profit.
- 4. contrimo GmbH is not liable for the loss or destruction of data, unless such has occurred due to gross negligence or willful injury of contractual or legal obligations.
- 5. As far as a liability of contrimo GmbH remains, the compensation for damages is limited to the value of the products and services to be rendered under the contract in which the damage occurs.

§ 9 Confidentiality

The parties agree to use confidential verbal and written information acquired from the other party or a third party in connection with the execution of the arrangements only for its performance and to keep it confidential regarding third parties. The obligation to confidentiality shall also apply to the agreed terms and conditions. The obligation to confidentiality shall survive the agreement after its termination for 3 years. The disclosure and the use as a reference are permitted regarding the name of the other party (including its actual logo), the subject of the project and the order volume may be disclosed or used as a reference.

§ 10 Term, Termination

1. Customer may terminate contracts for work and services at any time. In this case, the statutory provisions apply (§ 649 German Civil Code).
2. With regard to contracts for the performance of recurring obligations without a defined contract term, either party may, unless provided otherwise in the respective contract, terminate the contract by giving three (3) months written notice to take effect at the end of a month.
3. Either party may terminate the contract for cause. The notice of termination must be in writing to be effective. Cause shall exist, in particular, when
 - › the other party suspends its payments, applies for insolvency proceedings or similar legal proceedings, or when such proceedings are instituted or the institution is declined for a lack of funds;
 - › claims of the other party to the contract come under a lien, and the lien is not withdrawn within two (2) weeks.

Prior to the termination for cause, the non-defaulting party shall send a notice of default in which it threatens to terminate the contract unless the breach is cured within a stipulated period of time, except in cases where the non-defaulting party may not be reasonably expected to accept such delay.

§ 11 Breach of Third Party Property Rights

contrimo GmbH is liable for its services within the European Union being free of third party property rights and indemnifies the customer from claims from third parties. If a third party claims against the customer that its rights are being infringed, the customer shall immediately inform contrimo GmbH in writing and leaves with it the defense against the claims lodged. Should services infringe the rights of third parties, contrimo GmbH shall at its own discretion and at its own cost: Provide the customer with the right to utilize the service or make the service free of property rights. If contrimo GmbH is not able to facilitate this within a reasonable time period to be stipulated by the customer, the customer is entitled to request compensation according to § 8.

§ 12 Mediation

1. For all and any disputes which may arise from or in connection with this contract including any question regarding its validity, the parties agreed to initially try to find a solution through mediation with an independent mediator. At the beginning of the mediation the parties agree with the mediator on the process and conduct of the mediation procedure. Neither party shall be prevented from initiating expedited judicial proceedings to safeguard its rights. Otherwise, the recourse to the courts of record shall only be opened after mediation has ended or failed.

§ 13 Loyalty

For the duration of the agreement and an additional period of 12 months after its termination, the parties agree to refrain from actively poaching employees of the other party in an anti-competitive way.

§ 14 Final Provisions

1. Customer data that contrimo GmbH obtains in connection with the contract may be stored by contrimo GmbH for internal purposes.
2. Modifications and amendments of contract documents must be in writing to be effective. Any waiver of the written form requirement must be expressly agreed to in writing. The parties may comply with the written form requirement by transmitting documents via fax or e-mail. Exhibits form an integral part of the contract.
3. The invalidity of a clause does not affect the validity of the remaining clauses. Should a clause be or become invalid, the parties are under obligation to replace the invalid clause with a valid clause, under consideration to what is legally permissible, economically aimed and approaching as closely as possible the purposes and intentions of the invalid clause. This shall also apply in the event of loopholes. Repeated infringements by contrimo GmbH against the provisions of its business conditions shall not detract in any way from their validity or need to comply with them.
4. Agreed is the exclusive applicability of German Law under exclusion of UN sales rights (CISG). Place of fulfillment of any and all assumed obligations and exclusive place of jurisdiction shall be the courts competent for the place of business of contrimo GmbH. Notwithstanding the foregoing, contrimo is entitled to apply to the courts competent for the headquarter of the customer for legal action. If contrimo GmbH is granted access to personal data within the performance of its services, contrimo GmbH is obligated to store and process such data according to the German Data Protection Law (BDSG) and shall use the data only for the business relationship.

For international business transactions, the following shall apply in addition: The agreed provisions shall be applicable for all disputes resulting from and in connection with the contractual relationship even if the agreement is terminated whether by expiration, termination or fulfillment.

Specific Terms and Conditions for Contracts for Work and Services (STC –Work/Services)

§ 1 Application

contrimo GmbH performs all contracts for work and services subject to these Specific Terms and Conditions for Contracts for Work and Services (“STC – Work/Services”). The General Terms and Conditions (GTC) shall apply additionally and in a supplementary manner.

§ 2 Performance Specifications and Project Phases

1. In general, contrimo GmbH performs contracts for work and services based on the performance specifications of the Customer. Customer has verified that the requirements stipulated in the performance specifications are in compliance with its wishes and needs.
2. To the extent that Customer does not independently stipulate the requirements to be met by the Services, contrimo GmbH is prepared to assist Customer in drafting performance specifications or to prepare the performance specifications independently under a separate order and for a charge. Performance specifications that have been jointly prepared or independently prepared by contrimo GmbH shall be reviewed and approved by Customer. To the extent that Customer finds faults, gaps, or contradictions during such review, Customer shall notify contrimo GmbH immediately, and contrimo GmbH will improve the performance specifications. To the extent that the improvements are not deemed a subsequent improvement, contrimo GmbH may charge Customer on a time and materials basis. The performance specifications are the binding basis of a contract for the performance of the Services. Modifications are governed by §3 STC – Work/Services.
3. In the course of the project development and implementation, the parties will agree on additional milestones and project stages, if applicable. When such milestones and project stages are attained, Customer will review and approve the respective state of Services. In connection herewith, the respective state of Services is deemed to have been accepted after one (1) week has elapsed, commencing at the time when contrimo GmbH has made the respective work results available or has informed Customer of the completion of a certain project stage, unless Customer notifies contrimo GmbH of defects in writing and in a comprehensible manner.

§ 3 Modifications and Extensions (Change Requests)

1. The parties may request modifications and extensions to the agreed Services by written communication. contrimo GmbH may refuse to comply with a request by Customer to modify or extend Services, if the modifications or extensions are not feasible or if contrimo GmbH cannot reasonably be expected to perform such requests given its operational capacity.
2. Customer shall commission contrimo GmbH to analyze any change request. Within a period of time to be agreed upon by the parties, contrimo GmbH shall determine the effects on the previously agreed scope of Service, and, if applicable, changes in the project schedule, and shall document such effects in a written additional quotation.
3. contrimo GmbH may claim compensation for reviewing the change request and preparing additional quotations, on a time and materials basis. contrimo GmbH has the right to claim additional compensation for any project standstill that has been caused by Customer’s change request. Unless provided otherwise in the additional quotation, the time period for performance will be extended by such number of calendar days on which the Services must be suspended due to the change request plus a reasonable time for the resumption of the Services.
4. Modifications of the agreed upon scope of Services and any other contract changes shall be mutually agreed in a contract amendment. In the event that the parties are unable to agree on a specific contract change within a period of two (2) weeks after the receipt of an additional quotation prepared by contrimo GmbH, contrimo GmbH will continue to perform the contract and shall not consider the change request.

§ 4 Project Management

1. Each party shall designate a project manager (and an alternate, if necessary), who is responsible for the project and for the performance of the contract, and who will make the necessary decisions.
2. The project managers and their respective alternates, besides the management, have the sole power and authority to make all decisions relevant to the project and to make declarations, in particular, to notify the other party of defects, and to declare acceptance.

3. In the event that contrimo GmbH prepares the minutes of a project meeting, these minutes shall become binding for both parties when contrimo GmbH provides these minutes to Customer and Customer does not object to their contents in writing within one (1) week, giving reasons for this objection.

§ 5 Acceptance

1. When contracts for work and services are performed with a subject matter other than the supply of moveable items to be manufactured or created by contrimo GmbH, the parties shall conduct an acceptance test. Customer shall declare its acceptance in writing as soon as substantial portions of the Services have been performed accurately, completely, and free from defects. Customer shall not refuse acceptance unless the Services have substantial defects or defects that may not be remedied by subsequent performance. Customer shall conduct the acceptance test within the agreed upon period of time, in the absence of an agreement within fourteen (14) days after a request by contrimo GmbH to conduct the acceptance test in mutual cooperation. During the acceptance test, Customer and contrimo GmbH shall jointly draft minutes recording the test cases/test data, functional tests performed, if applicable, and the defects and errors found.
2. Defects found during the acceptance test will be categorized by the parties by mutual consent in accordance with § 7.5 GTC. Customer shall declare acceptance when no category 1 error has occurred. Category 2 errors shall be remedied during the acceptance test, if possible. Category 2 and 3 errors that continue to exist after the acceptance test will be remedied by way of subsequent performance.
3. Acceptance is deemed to have been declared when Customer shows its approval of the Services in any other manner, e.g., by introducing a Service to the productive business operations or by not responding to a request to declare acceptance (each for more than 1(one) month), or by effecting payment in accordance with the agreement.
4. contrimo GmbH may claim that Customer declares its acceptance/release in accordance with the terms and conditions of this paragraph, including for supplies and services that do not require an acceptance procedure under German law. contrimo GmbH may also request Customer to declare partial acceptance for those portions of the Services that may be treated separately. With a partial acceptance, Customer declares its approval of the respective Service. At the time of the acceptance testing for the entire Services, the parties will only verify whether the subject matter of the accepted partial Service interoperates with the subject matter of the other project stages. Partial acceptances that have already been declared are not affected by the success or failure of the final acceptance procedure.