

# Special Terms and Conditions for Services

of the COSMO CONSULT group of companies

## 1. Scope of Application

These Special Terms and Conditions for Services shall apply to all contracts or orders for services. The Special Terms and Conditions for Services shall apply in addition to the General Terms and Conditions of COSMO CONSULT ("GTC").

## 2. Definitions

- 2.1. Acceptance means, as far as applicable, the receipt of the work results as well as their approval as being essentially in accordance with the contract.
- 2.2. Work Results shall mean services, if and to the extent that they are work performances, since a specific success owed has been defined.
- 2.3. Change Request shall mean the request of a party for changes to the Services during the term of the contract (e.g. additional or reduced Services, additional Services, changes to the Service Parameters or other changes to the contractual Services).

## 3. Subject Matter of Services

- 3.1. The services owed result from the respective order forms.
- 3.2. If the performance of an IT project has been agreed upon, COSMO CONSULT and the CUSTOMER shall jointly perform the project in accordance with more detailed project framework conditions.

- 3.3. COSMO CONSULT shall provide additional services only on the basis of contracts to be concluded separately. Additional services shall be additionally remunerated in any case.

## 4. Scope of Services

- 4.1. The content and scope of the contractual services shall be determined in accordance with these Special Terms and Conditions for Services and the order form(s) as well as any appendices thereto.
- 4.2. COSMO CONSULT shall perform the services with due care and professionalism, taking into account the generally recognized state of art.
- 4.3. If the implementation of an IT project has been agreed, COSMO CONSULT and the CUSTOMER shall jointly determine the project framework conditions. Only the CUSTOMER can assess the purposes pursued by it and the suitability of commissioned services for its business. The CUSTOMER will make sure that all points relevant for it are fixed in writing. The project framework conditions shall define the contractually agreed quality ("quality agreement") insofar as the project services required for their implementation are ordered by the CUSTOMER by means of an order form/several order form. The project framework conditions are, under the aforementioned premise, the sole standard for the contractually compliant performance

of services by COSMO CONSULT. The CUSTOMER shall ensure that COSMO CONSULT is informed about specific requirements for the project services resulting from the nature of the CUSTOMER's business.

- 4.4. If COSMO CONSULT determines that the project framework conditions do not correspond to the requirements that the CUSTOMER actually demands, it shall inform the CUSTOMER of this and submit alternative proposals in the change request procedure.

## 5. Changes to the Services (Change Request Procedure)

- 5.1. If one party intends to change the services (e.g. increase or reduction of the scope of services, additional services, special orders or other changes), this shall be reported to the other party immediately in text form as a change request, specifying the following

- project (project name)
- unique change request number,
- old service definition,
- desired delivery date,
- reason for change,
- fee arrangement from the point of view of the reporting party.

- 5.2. The other party shall submit a counter notification as a change request response in text form within ten working days. In this reply, the other party shall state its

own assessment of the consequences of the change, in particular with regard to remuneration and deadlines.

- 5.3. If the parties agree that the respective change can be implemented and further proceed without additional remuneration within the meaning of these Special Terms and Conditions for Services and the General Terms and Conditions, the change request and the change response shall be combined as an addendum, assigned a serial number and attached to the contract or the order form.

- 5.4. Unless otherwise agreed, COSMO CONSULT shall continue to provide the service in accordance with the contract until a change in service has been effectively agreed.

## 6. Acceptance Procedure

- 6.1. Services shall only be subject to acceptance by the CUSTOMER if they are work results as defined in No. 2.

- 6.2. COSMO CONSULT shall hand over or transmit work results to the CUSTOMER or make them available for online access as agreed (hereinafter referred to as "provision for acceptance").

- 6.3. If the parties have defined test cases for acceptance, the CUSTOMER is obligated to declare acceptance immediately if the test cases have been successfully completed.

- 6.4. Acceptance shall be deemed to have taken place if the CUSTOMER

does not give notice of any significant defects in the work results in text form within two weeks of provision for acceptance.

- 6.5. A defect shall be deemed to exist in the event of a deviation from the quality agreement pursuant to No. 4.3. In the event of such deviations, a distinction shall be made between the following three defect classes:
- a defect preventing operation exists if the use of the work results is impossible or severely restricted.
  - a defect that impedes operation exists if the use of the work results is considerably restricted.
  - an insignificant defect exists if the use of the work results is possible with insignificant restrictions.

The CUSTOMER may not refuse acceptance due to insignificant defects. Material defects shall only be defects that prevent operation or hinder operation in the aforementioned sense.

- 6.6. A defect shall not be deemed to exist if the use of the work result is restricted due to an operating error on the part of the CUSTOMER. COSMO CONSULT's services to remedy the CUSTOMER's operating errors shall be remunerated additionally.
- 6.7. If significant defects are discovered during the acceptance procedure, these must be recorded

individually in writing. COSMO CONSULT shall begin to deal with these defects by qualified personnel within a reasonable period of time. Once these defects have been fully remedied and COSMO CONSULT has again made them available for acceptance, the CUSTOMER must declare acceptance within 14 days.

- 6.8. The work results shall also be considered accepted if the CUSTOMER uses them productively.
- 6.9. COSMO CONSULT is also entitled to make partial services available for acceptance. If all partial services requiring acceptance have been accepted, the entire work result shall be deemed to have been accepted.

## 7. Warranty Rights

- 7.1. COSMO CONSULT warrants the agreed quality in accordance with No. 4.3 and that the CUSTOMER can use the work results without infringing the rights of third parties. Liability for defects shall be subject to the existence of a defect in accordance with No. 6.5.
- 7.2. Warranty Rights of the CUSTOMER shall initially be limited to the claim for subsequent performance in the variant of the claim for rectification of defects. Three attempts to rectify a defect must be accepted, unless this is unreasonable for the CUSTOMER. If COSMO CONSULT creates a workaround, the CUSTOMER must accept this as a remedy if it is reasonable.

- 7.3. Subsequent performance shall take place without recognition of a legal obligation.
- 7.4. The CUSTOMER shall only have the right to rescind from the contract or reduce the purchase price if the rectification of defects has failed. Furthermore, a right of rescission shall only exist in the event of a defect that impedes or hinders operation.
- 7.5. Furthermore, in the event of failure to remedy the defect, the CUSTOMER may remedy the defect itself and claim compensation for the necessary expenses, unless COSMO CONSULT is justified in refusing to remedy the defect.
- 7.6. In the event of a justified reduction, the CUSTOMER shall be entitled to a refund in the event of overpayment.
- 7.7. The CUSTOMER shall not be entitled to claim for defects if
- the work results were not used in accordance with any documentation provided by COSMO CONSULT; or
  - the work results were used for purposes other than those for which they were provided.
- 7.8. The CUSTOMER shall only be entitled to compensation for damages under the conditions and within the limits of No. 7 of the General Terms and Conditions.
- 7.9. Any further statutory rights of the CUSTOMER with regard to defects are excluded.

## 8. Remuneration

- 8.1. The CUSTOMER shall remunerate services on a time and material basis. The remuneration shall be based on the respective order form. Unless otherwise agreed, COSMO CONSULT shall invoice the CUSTOMER monthly for the services rendered.
- 8.2. Unless otherwise agreed in writing, the cost calculations provided shall be non-binding cost estimates.

## 9. Term and Termination

- 9.1. The contract for services shall commence upon signature and shall run for an indefinite period of time, unless it is terminated by one of the parties with a notice period of 3 months to the end of a calendar year. If the Parties have agreed on the provision of work results, the Agreement shall terminate only upon full performance of the mutual contractual obligations.
- 9.2. In the case of the provision of work results, the CUSTOMER may terminate the contract at any time until the complete fulfillment of the mutual contractual obligations. If the CUSTOMER terminates this contract or if the parties agree to terminate the contract, COSMO CONSULT shall be entitled to demand the agreed remuneration; however, COSMO CONSULT shall be entitled to deduct from the project services not yet rendered the expenses saved by COSMO CONSULT as a

result of the termination of the contract.

- 9.3. Each party shall have the right to terminate the contract extraordinarily for good cause.
- 9.4. If the contract is terminated prematurely by one of the parties for good cause, COSMO CONSULT shall also be entitled to remuneration for services already rendered by COSMO CONSULT up to that point.