

## Enterprise Tech Solutions (ETS) – Special Terms and Conditions for Work Services

### § 1 Scope

- 1.1 In addition to the General Terms and Conditions of ETS, the following provisions apply insofar as ETS has agreed with the client to perform a work service or a specific work result is deemed owed as part of the agreed services.
- 1.2 In the event of any conflict between the General Terms and Conditions of ETS and these Special Terms and Conditions for Work Services, the latter shall prevail.

### § 2 Scope of Services, Performance by Third Parties

- 2.1 The scope of ETS's contractual obligations is defined in the respective offer and/or the service description jointly created by the parties.
- 2.2 Unless precise conformity is required for the contractual purpose and unless explicitly stated otherwise in the offer and/or service description, specifications relating to the object of performance (e.g., weights, dimensions, utility values, tolerances, and technical data) and illustrations thereof (e.g., drawings and images) are only approximately binding. They do not constitute guaranteed characteristics, but rather descriptions or identifications of the service. Commercially customary deviations and those arising from legal requirements or representing technical improvements are permitted, provided they do not impair the usability for the contractually intended purpose.
- 2.3 Insofar as ETS performs services related to the integration of devices into the client's corporate infrastructure and compliance with security standards, ETS is obliged to adhere to the generally accepted and recognized rules of technology.
- 2.4 ETS is entitled to engage technically qualified third parties for the performance of services.

### § 3 Client's Duties to Cooperate

- 3.1 The client is obliged to grant ETS and/or its authorized agents access to the relevant premises at the agreed times in order to enable the performance of services. The premises must be prepared in such a condition that allows performance without obstruction or disruption.
- 3.2 In case of breach of these cooperation obligations, ETS is entitled to assert the rights under §§ 642 and 643 of the German Civil Code (BGB).

### § 4 Acceptance of the Work Service

- 4.1 Formal acceptance is not required. § 640 BGB applies. Acceptance is deemed to have taken place once the client begins using the work result and fails to report any defects within 24 hours of first use.
- 4.2 If individual, specific work results are provided as part of the agreed service packages, the agreed monthly compensation is not dependent on formal acceptance of those individual results. In all other respects, acceptance shall be deemed to have occurred as soon as the client or its employees begin using the result and no complaints are made within 24 hours.

#### § 5 Warranty Rights for Defects

- 5.1 In the event of defects in the work service, the client's warranty rights are limited to the right to subsequent performance. If this fails, the client may either reduce the price under § 638 BGB or withdraw from the contract. This applies, in the case of services (e.g., Device Lifecycle Management), only to the specific defective work result.
- 5.2 The limitation period for defect-related claims is one year from the statutory start of the limitation period.
- 5.3 The above limitations do not apply in cases of fraudulent concealment of defects.

#### § 6 Limitation of ETS's Responsibility / Client's Duties to Cooperate

- 6.1 The agreed prices for the owed work services shall apply.
- 6.2 Partial payments are due two weeks after submission of a verifiable breakdown and invoice. § 632a BGB applies.

#### § 7 Changes to the Agreed Work Service

- 7.1 If the client requests a change to the agreed work service after contract conclusion, or if it becomes apparent after contract conclusion that a change is necessary to achieve the agreed work result, ETS shall be entitled to a price adjustment in accordance with § 650c BGB. If the execution of the change is unreasonable for ETS even with the price adjustment, ETS may refuse to carry out the change. 7.3 Analyses of usage behavior cannot be provided based on individual itemized call records.

#### § 8 Risk Allocation

- 8.1 In deviation from § 644 BGB, ETS is entitled to a proportion of the agreed remuneration corresponding to the work already performed, and to reimbursement of expenses not included in the remuneration, if and to the extent the work result is destroyed on the client's premises before acceptance without fault on the part of ETS or its agents.

Münster

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