

Special Section

Contract terms for contracts for work and services

A. Supplementary Definitions

These definitions supplement the existing definitions set out in the General Terms and Conditions of Garancy AG. They apply uniformly to the General Section and all Special Sections of the General Terms and Conditions, unless expressly agreed otherwise in the Individual Contract:

“Acceptance” means the Customer’s declaration that the work performed by Garancy has been carried out in material conformity with the contract.

Acceptance shall be effected exclusively in accordance with the contractually agreed test methods and performance criteria.

“Defect Preventing Acceptance” means any Defect that renders the contractual use of the work impossible or materially restricts such use, thereby entitling the Customer to refuse Acceptance.

“Performance Criteria” means the objective standards, conclusively defined in the Scope of Work, for determining whether the work has been performed in accordance with the contract.

“Scope of Work” means the description of the services to be provided by Garancy as conclusively set out in the Individual Contract or in any annex incorporated therein, including any performance criteria, test criteria and Acceptance requirements. Any other documents, in particular presentations, proposals or marketing materials, shall not form part of the Scope of Work.

“Work” means a service owed by Garancy that is subject to a specifically defined result within the meaning of Sections 631 et seq. of the German Civil Code (Bürgerliches Gesetzbuch – BGB), to the extent such result is expressly specified in the service description.

1. Subject Matter of the Contract and Description of Services

- 1.1 These contractual terms and conditions for contracts for work and services shall apply exclusively to services rendered in accordance with Sections 631 et seq. of the German Civil Code (Bürgerliches Gesetzbuch – BGB).
- 1.2 Garancy shall be liable for the achievement of a specific result only to the extent that:
 - a) the relevant criteria have been specifically and conclusively defined in the Scope of Work at the time of conclusion of the contract with regard to content and effect, and have become part of the contract (agreed Performance Criteria); and
 - b) the Customer has duly and timely fulfilled its obligations to cooperate, unless any failure to do so has no impact on the performance of the services.
- 1.3 Garancy shall provide analysis, planning and consulting services in relation to the Scope of Work only on the basis of a separate agreement. To the extent that Garancy is obligated to perform the Scope of Work, such performance shall be based on the technical and functional requirements communicated by the Customer. The Scope of Work shall, in particular, conclusively define the agreed Performance Criteria (Section 1.2(a)) and any applicable test criteria. Any changes to the Scope of Work shall be made exclusively in accordance with Clause 4 of these contractual terms and conditions.
- 1.4 To the extent not already specified in the Scope of Work, the parties shall, in due time prior to the agreed commencement of performance, agree on the test resources required to verify the services, such as test cases. Subject to Garancy’s express consent, the parties may, by way of exception, agree on such test resources during the course of the project. If the test resources have not been agreed in due time, Garancy shall be entitled to define appropriate test resources in a binding manner in accordance with best industry practice, taking due account of the Customer’s legitimate interests.

2. Cooperation Between the Contracting Parties

- 2.1 The Customer and Garancy shall each appoint a designated contact person. All communication between the Customer and Garancy shall be conducted through these contact persons, unless otherwise agreed. The contact persons shall be duly authorised to make all necessary decisions in a timely manner or shall ensure that such decisions are made without undue delay. They shall be available to provide all information required for the performance of the services. All decisions made by the contact persons shall be documented.
- 2.2 The Customer shall refrain from actively soliciting or attempting to solicit employees of Garancy or its affiliated companies within the meaning of Sections 15 et seq. of the German Stock Corporation Act (Aktiengesetz – AktG), in particular by way of direct or targeted approaches. This non-solicitation obligation shall expire one (1) year after completion of the services by Garancy. In the event of a breach, the Customer shall pay a contractual penalty in the amount of EUR 30,000.00 for each individual violation. The right of Garancy and its affiliated companies to claim further damages shall remain unaffected.

3. Obligations to cooperate

- 3.1 The Customer shall provide Garancy, free of charge, with all documents, information and data required for the proper performance of the services in a complete, accurate and timely manner, unless Garancy is responsible for providing such materials. Garancy shall be entitled to rely on the completeness and accuracy of such documents, information and data, unless it knew or ought reasonably to have known that they were incomplete or inaccurate.
- 3.2 The Customer shall ensure the availability of suitably qualified and authorised personnel to support Garancy in the performance of the services.
- 3.3 The Customer shall provide all reasonable cooperation required and shall create, within its sphere of control, all conditions necessary for the proper performance of the contract. Where the contract provides that services may be performed on-site at the Customer’s premises, the Customer shall, upon request, provide Garancy free of charge with all necessary support and resources, including adequate workstations and IT infrastructure.
- 3.4 The Customer shall provide the test resources defined in Clause 1.3 in a timely and proper manner to the extent that their provision is agreed to be the Customer’s responsibility. If the Customer is in default of such provision, Garancy shall be entitled to create or procure suitable test resources at the Customer’s expense. Any such delay shall result in a corresponding extension of agreed deadlines and dates.
- 3.5 The Customer shall provide reasonable assistance to Garancy in the analysis and rectification of Defects. In particular, the Customer shall, where reasonable, grant Garancy remote access to its IT systems and provide any necessary data and documentation for analysis purposes.
- 3.6 Additional obligations to cooperate may be set out in the individual contract. If further cooperation requirements become apparent during the term of the contract, the Customer shall not unreasonably refuse to comply with such requirements.
- 3.7 If the Customer fails to fulfil its obligations to cooperate, or fails to do so in a timely or adequate manner, the Customer shall bear any resulting additional costs and any delays in performance. This shall be without prejudice to any further rights or claims of Garancy, including claims for damages.

4. Change Procedure

- 4.1 Either party may propose changes to the service description (see Clause 1.3) and/or the performance of the services. Unless otherwise agreed, the following procedure shall apply:

- 4.2 Garancy shall review any change request submitted by the Customer and inform the Customer whether a detailed assessment of the proposed change is required.
- 4.3 If a detailed assessment is required, Garancy shall, within a reasonable period, notify the Customer of the estimated time and cost for such assessment. The Customer shall, within a reasonable period, accept or reject the proposed assessment.
- 4.4 If no detailed assessment is required, or once such assessment has been completed, Garancy shall either:
- inform the Customer that the proposed change cannot be implemented within the scope of the agreed services; or
 - submit a written quotation (email shall suffice) for the implementation of the proposed change (the "Change Request"). Such quotation shall, in particular, set out the amendments to the Scope of Work and any resulting impact on timelines, milestones, test resources and remuneration.
- 4.5 The Customer shall, within the Acceptance period specified in the Change Request (binding period), either reject the Change Request or accept it in writing. Until a Change Request has been accepted, the services shall continue on the basis of the existing contractual arrangements. The parties may agree to suspend services affected by a proposed change until completion of the assessment or, where a Change Request has been submitted, until expiry of the binding period. Any agreed timelines shall be extended by the duration of such suspension. Garancy shall be entitled to reasonable compensation for the period of suspension, unless Garancy is able to assign the affected personnel to other projects or the Customer has not prevented such reassignment.
- 4.6 Unless otherwise agreed, the change procedure shall be documented in writing at Garancy's request. Any amendment to the Scope of Work shall require written agreement by duly authorised representatives of both parties (typically management or project managers).
- 4.7 Clauses 4.2 to 4.6 shall apply mutatis mutandis to change proposals submitted by Garancy.
- 4.8 All change requests shall be submitted to the designated contact persons of the parties in accordance with Clause 2.1.

5 Rights of Use

The transfer and scope of rights of use shall be governed exclusively by the provisions set out in the individual contract.

6 Acceptance

- 6.1 The Customer shall be entitled to test the services within fourteen (14) calendar days following their provision by Garancy (the "Test Period"). Upon expiry of the Test Period, the Customer shall, in accordance with the provisions below, either declare Acceptance in writing (listing any Defects not preventing Acceptance, if applicable) or notify Garancy of any Defects that prevent Acceptance. Testing and assessment of the services shall be conducted exclusively on the basis of the contractually agreed test resources.
- 6.2 Unless otherwise agreed, reported Defects shall be classified as follows:
- Category 1: A Defect that renders the service unusable or usable only with material restrictions.
 - Category 2: A Defect that restricts usability without constituting a Category 1 Defect.
 - Category 3: A Defect that restricts usability only to an insignificant extent.
- 6.3 In the event of a Category 1 Defect, the Customer shall be entitled to refuse Acceptance. This shall also apply if several Category 2 Defects collectively have the effect of a Category 1 Defect. Garancy shall remedy Category 1 Defects within a reasonable period in accordance with the applicable provisions (Clause 6.4 of Garancy's General Terms and

Conditions, General Section, as amended from time to time), such that no Category 1 Defects remain. To the extent that testing cannot be continued or reasonably completed due to such Defect, its effects or its remediation, the Test Period shall be extended accordingly.

- 6.4 Any partial Acceptances already declared shall remain unaffected by subsequent Acceptance tests for other services. The same shall apply to tests already performed, unless such tests relate to a Defect or its remediation.
- 6.5 If no Category 1 Defects are identified, the services shall be deemed ready for Acceptance. In such case, the Customer shall declare Acceptance without undue delay upon completion of testing, and in any event no later than expiry of the Test Period. Defects not preventing Acceptance shall be documented in the Acceptance record and remedied by Garancy in accordance with the applicable warranty provisions.
- 6.6 The services shall be deemed accepted if:
- the Customer uses the services for productive purposes other than testing; or
 - upon expiry of the Test Period, the Customer neither declares Acceptance in writing nor notifies Garancy of any Defects preventing Acceptance.
- 6.7 Unless otherwise agreed, separately identifiable partial services shall be subject to separate Acceptance in accordance with the foregoing provisions.

7. Defect Claims

- 7.1 Defect claims shall be governed by Clause 6 of Garancy's General Terms and Conditions, General Section (as amended from time to time), subject to the following special provisions:
- 7.2 A Defect shall be deemed to exist if the services deviate from the expressly agreed characteristics as set out in the service description. In the absence of such expressly agreed characteristics, the services shall be free from defects if they are suitable for the contractually agreed purpose or, if no such purpose has been agreed, for their customary use, and if they exhibit the characteristics customary for services of the same type which the Customer may reasonably expect.
- 7.3 The limitation period for Defect claims shall commence upon Acceptance of the services; where partial Acceptances have been agreed, the limitation period shall commence upon the respective partial Acceptance.

8. Final Provisions

In addition, the provisions of the General Section of Garancy's General Terms and Conditions, as of 04/2026 shall apply.